

Freedom Bank Online & Mobile Banking

General Terms & Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF ONLINE BANKING AND MOBILE BANKING.

BY ACCESSING OR USING THESE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY FREEDOM BANK.

Definition

Service-Freedom Bank Online Banking and Freedom Bank Mobile Banking

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Modifications. Freedom Bank may at any time make modifications, changes, and alterations to the Contents of this SERVICE, including these Terms and Conditions, without prior notice. You are responsible for regularly reviewing these terms and conditions. Your continued use of this SERVICE following any modifications, changes, or alterations shall constitute your acceptance of such modifications, changes, or alterations.

Governing law. These Terms and Conditions shall be governed by and construed in accordance with the law of the state of Indiana, without regard to the conflict of laws thereof, and to the laws of the United States.

Venue. Disputes arising from the use of this SERVICE shall be exclusively subject to the jurisdiction of any federal or state court for the State of Indiana.

Severability. To the extent any portion of these Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions, as so modified, shall remain in full force and effect.

Waiver. No waiver by Freedom Bank of any right under or term or provision of these Terms and Conditions will be deemed a waiver of any other right, term, or provision of these Terms and Conditions at that time or a waiver of that or any other right, term, or provision of these Terms and Conditions at any other time.

Service Contact. You may contact Freedom Bank by mail or by phone at the address listed at the end of these terms and conditions.

General Description of Online/Mobile Banking

Definitions

Mobile Banking services - Online Banking through www.freedombankonline.com and the Freedom Bank Mobile Banking application for iPhone and Android

What Does This Agreement Cover

This Agreement between you and Freedom Bank governs the use of Mobile Banking services. These services permit Freedom Bank customer/members (consumers, sole proprietors and other business customer/members) to perform a number of banking functions on accounts linked to the service through the use of a computer, mobile device, or mobile smart telephone. Unless indicated otherwise by the context, "linked Freedom Bank accounts" or "linked accounts" refers to all of your accounts with Freedom Bank that you have linked to Freedom Bank Online/Mobile Banking.

Accepting the Agreement

When you use any of the Mobile Banking services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

Relation to Other Agreements

Your use of Mobile Banking services may also be affected by the agreements between us for your linked Freedom Bank accounts. When you link an account to Mobile Banking services, you do not change the agreements you already have with us for that account. Similarly, when you use Mobile Banking services to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Mobile Banking services.

Mobile Banking Services

Mobile Banking for Consumers and Businesses

You may use Mobile Banking to:

- View current balance information for your linked Freedom Bank accounts.

- Review available transactions for your linked accounts.
- View branch locations.
- View account alerts and notifications.
- View public information such as ‘about us’ and contact information.
- Perform basic services such as changing your Mobile ID and Mobile passcode.
- Transfer funds between your linked internal Freedom Bank accounts on either a one-time or recurring basis, including as a payment to a linked installment loan or mortgage.
- Transfer funds from your linked Freedom Bank personal or sole proprietor accounts to most Freedom Bank personal or sole proprietor deposit accounts of other individuals.
- Pay bills and external payees as defined by the capabilities of the bill pay services. See the Bill Pay section for details.

Some of the above services may not be available for certain accounts or customer/members.

Canceling Transfers

- Transfers
 - You cannot cancel a 1-time immediate transfer after it has been submitted in Mobile Banking services and the information has been transmitted to us.
 - Future-dated and recurring transfers can be canceled prior to midnight ET on the bank business day prior to the date the transfer is scheduled to be made. If the transfer's status is In Process or Processed, you can no longer cancel it. After you cancel a future-dated transfer, the status changes to Canceled. Canceled transfers remain under Review Transfers.

Alternative Method

Note: The easiest and most convenient way to cancel a payment or transfer is through the method described above. However, you may request to cancel a scheduled or recurring payment or a future-dated transfer by calling us during regular business hours at **812-683-8998**.

We must receive your request three (3) bank business days or more before the payment or transfer is scheduled for processing. 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. If you call or write to cancel a payment or transfer that is Pending, you will be charged for a stop payment in accordance with the agreement for the appropriate linked account.

Monthly Service Charge

Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is no monthly service charge for accessing your linked accounts with the Mobile Banking service.

Other Charges

In addition to the fees already described in this Agreement, you should note that depending on how you access Mobile Banking, you might incur charges for:

- Normal account fees and service charges.
- Any Internet/cell phone service provider fees.
- Purchase of computer programs such as Personal Financial Management (PFM) software.
- Payments or transfers made through Mobile Banking services from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details.
- An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled or, in the case of a personal check, on the date when the check is presented to us for payment.
- We may charge you a research fee of \$50.00 per hour, \$25.00 minimum, for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine that an error occurred.

Service Hours

Mobile Banking services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. You may call Monday – Friday, 9:00 a.m.-4:30 p.m. eastern time at 812- 683-8998.

Business Days

For Mobile Banking services, our business days are Monday through Friday, excluding bank holidays. Loan payments are effective the day the payment is made.

Participation By Payees

Occasionally a Payee may choose not to participate in Bill Pay, or may require additional information before accepting payments. We will work with these Payees to encourage them to accept an electronic or check

payment from the Bank. If we are unsuccessful, or if we determine that the Payee cannot process payments in a timely manner, we may decline future payments to this Payee. In the unlikely event that this occurs, we will promptly send you a notice. Any obligations that you wish to pay through Mobile Banking with Bill Pay must be payable in U.S. dollars to a Payee located in the United States. We reserve the right to restrict categories of Payees to whom payments may be made using the service. You should not use the service to make:

- Tax payments
- Court-ordered payments
- Payments to settle securities transactions

Canceling Your Mobile Banking Service

If you choose to cancel your Mobile Banking services, any unprocessed payments will be canceled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. Freedom Bank will cancel any scheduled payments within two (2) bank business days from the date we receive your request to discontinue the service. If you close your primary checking account, or if it's no longer linked to your service, your Mobile Banking service will end, and any unprocessed payments will be canceled. If you cancel your Mobile Banking services, Transfers Outside Freedom Bank will also be canceled.

Joint Accounts

When your Mobile Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer. Joint accounts using the same Online ID will be identified as one service.

Changes to Agreement

We may change this agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or electronic message. If you initiate any transfer of funds or bill payment through your Mobile Banking after the effective date of a change, you indicate your agreement to the change.

Cancellation

Your Mobile Banking services remain in effect until they are terminated by you or Freedom Bank. You may cancel your service at any time by notifying us of your intent to cancel in writing, through the Mobile Banking secure e-mail support, or by calling 812-683-8998. This cancellation applies to your Mobile Banking services, and does not terminate your Freedom Bank deposit or credit accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service.

We may terminate your participation in Mobile Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so.

Use of External Email Address

With Mobile Banking services we may send messages to your external email address and notify you that responses to your payment inquiries or customer/member service inquiries are available, or as otherwise described within the Mobile Banking services. If you subscribe to e-Bills service, we may also use external email to notify you that you have new bills. We cannot act on instructions sent by you from an external email address. You should use the Mobile Banking Support tab to send instructions to Freedom Bank. If, for any reason your external email address changes or becomes disabled, please contact Freedom Bank immediately so that we can continue to provide you with automated messages. You may notify us of any changes to your external email address through the Support tab within your Mobile Banking service.

Contact by Freedom Bank or Affiliated Parties

No Freedom Bank employee, nor any company affiliated with Freedom Bank will contact you via email or phone requesting your mobile ID or mobile passcode. If you are contacted by anyone requesting this information, please contact us immediately.

For our Privacy Policy and Electronic Funds Transfer Policy, please refer to www.freedombankonline.com under the Disclosures tab. Both policies were provided to you when you opened your deposit account with Freedom Bank.

Reporting Unauthorized Transactions

If you feel you have an unauthorized transaction, review the Electronic Funds Transfer Policy for how to contact Freedom Bank and your rights.

Disclosure of Account Information

We may disclose information to third parties about you or your transactions in the following instances:

- When it's necessary for completing transfers or bill payments, or to investigate or resolve a problem related to a transfer or payment
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- To comply with a government agency or court orders, or in connection with fraud prevention or an investigation
- If you give us your permission
- On a closed account, if we reasonably believe you have mishandled it

Account Statements

We report your transactions on the monthly statements for your linked accounts. A description of each transaction, including whom you paid, and the date and amount of the transaction will appear on your statement. See the “Electronic Delivery of Bank Statements” section for details on electronic delivery.

Limitation of Liability for Mobile Banking Transactions

Tell us at once if you believe your mobile banking credentials have been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your mobile Banking services could cause you to lose all of the money in your accounts, plus any amount available under your overdraft protection plan.

You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction has been mailed to you (or 90 days if the transaction was from an account maintained at another financial institution). If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period (or 90 day period if the transaction was from an account maintained at another financial institution), if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

When you give someone your mobile Banking ID and passcode, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

For your protection, sign off after every mobile Banking session.

Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your account on time, or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable:

- If, through no fault of ours, you don't have enough available funds in your account (or available funds under your overdraft protection plan), or credit to cover the transaction or transfer
- If Mobile Banking services weren't working properly, and you knew about the malfunction when you started the transaction or transfer
- If circumstances beyond our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we've taken
- If there are postal delays or processing delays by the Payee

There may be other exceptions not specifically mentioned.

Electronic Delivery of Bank (Account) Statements Consent and Agreement

1. **Your Consent.** For the Bank to begin forwarding your Account Statements to you electronically, we need your consent. Please review the information below prior to your agreement. By agreeing to have your Bank Statements sent electronically, you also agree to notify the Bank immediately in writing by mailing or faxing the request to the address information below of any change in your email address or any errors or complications relating to your electronic receipt or access of your Account Statements.

• **Your rights/options to receive a disclosure in paper form** – If you elect to receive your Account Statements through electronic delivery, the Bank will no longer send you your statements through the mail.

• **Whether your consent applies only to a particular transaction or to categories of transactions-** Your consent, which will be electronically given to the Bank by selecting the “Accept” option in Online Banking under the Statements tab for each specific account, is to authorize the Bank to forward to you your periodic Account Statements and any other disclosures that the Bank might send to you with your Account Statements, such as Truth in Savings or Electronic Funds Transfer disclosures or other required disclosures relating to your accounts through electronic means. Each account must be given consent separately within Online Banking.

• **The right to withdraw consent to have records provided electronically, including any consequences or fees associated with doing so** - You must provide the Bank your request in writing to discontinue this electronic delivery service, by mailing or faxing the request to the address or fax number set forth below this Consent and Agreement. It will take up to 45 days for the Bank to implement your request, and after such time you will no longer receive your statements electronically. We will charge no fees for discontinuing the service.

• **How the consumer may obtain a paper copy of the record upon request** – You may contact the customer service department or a banking location to obtain a paper copy of your account statement at any time. Review your Fee Schedule to determine our current fees for Account Research that may apply. It was given to you when you opened your deposit account.

• **Hardware and software requirements for access and retention of the electronic information** – The hardware and software requirements that enable you to receive and retain your Bank Statements electronically are discussed below in Our Requirements.

2. **Our Requirements.** First, the same terms apply with respect to electronically delivered Account Statements as for those delivered in paper form, and the deposit agreements and disclosures that you have previously entered into or received from the Bank remain in effect.

Second, for you to be able to receive and view your statements effectively, you must use an Internet browser that supports 128-bit encryption. To view your Account Statements, you will need Adobe Acrobat Reader. This product is available for free at www.adobe.com.

We will store your statements electronically for 12 months from the date of delivery. You may print or download your statements to retain copies of them.

3. **Service Availability.** The Bank may change, suspend, or eliminate all or any aspect of this delivery service upon notice to you at any time.

4. **Security.** To protect the security of your banking information, you must not disclose or share your User ID and password with any third party. In addition, your Account Statements will *not* be forwarded to you through email. You will be notified by email that they are available for you to access via online through the bank’s web site. Should you be unable to access your statements through the internet, please call our Customer Service Department or go to your preferred banking location and the Bank will take other measures to provide copies of your statement to you.

5. **NO WARRANTY FOR CONTINUOUS OR UNINTERRUPTED SERVICE.** BECAUSE OF THE UNPREDICTABILITY OF THE INTERNET, WE DO NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED ACCESS TO YOUR BANK STATEMENTS THROUGH THE INTERNET. HOWEVER, SHOULD YOU BE UNABLE TO ACCESS YOUR STATEMENTS, YOU CAN CALL THE BANK, AND THE BANK WILL TAKE OTHER MEASURES TO PROVIDE COPIES OF YOUR STATEMENTS TO YOU.

6. **LIMIT OF LIABILITY.** YOU AGREE THAT IN NO EVENT WILL WE OR OUR SUPPLIERS (OR ANY OF OUR OR OUR SUPPLIER'S SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS OR EMPLOYEES) BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OUR SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGE WILL OCCUR. FURTHER YOU AGREE THAT NEITHER WE NOR OUR SUPPLIERS (OR ANY OF OUR OR OUR SUPPLIER'S SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS OR EMPLOYEES) WILL BE LIABLE FOR ANY TECHNICAL, HARDWARE OR SOFTWARE FAILURE OF ANY KIND, ANY INTERRUPTION IN THE AVAILABILITY OF OUR SERVICE, ANY DELAY IN OPERATION OR TRANSMISSION, ANY INCOMPLETE OR GARBLED TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA OR OTHER SIMILAR LOSS.

TO THE EXTENT WE MAY HAVE BREACHED ANY TERM OF THIS CONSENT AND AGREEMENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THIS SERVICE. YOU FURTHER AGREE THAT OUR LIABILITY TO YOU IN ANY CASE (WHETHER IN CONTRACT OR TORT) WILL NOT EXCEED AMOUNTS PAID TO US WITHIN THE LAST 90 DAYS (IF ANY) FOR THIS SERVICE.

7. **Notices.** If you want to send us a notice in relation to this Consent and Agreement, you must send it by regular mail to the address noted below. We may notify you by sending notice to your e-mail address or by mailing you notice by U.S. mail return receipt requested to the most current mailing address that we have for you. You agree that any notices sent by e-mail will be deemed delivered and received 48 hours after being sent. You agree that any notices sent by U.S. mail as provided in this paragraph will be deemed delivered and received three days after the date of mailing.

8. **Arbitration.** You agree that any claim or controversy relating to this Consent and Agreement will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of American Arbitration Association. You agree that any claim or controversy you may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other part. You agree that the arbitration will be conducted in the city in which the Bank's main office is located and that judgment on the arbitration award may be enforced by any court having proper jurisdiction.

9. **Governing Law.** You agree that this Consent and Agreement is governed by the laws of the State in which the main office of the Bank is located, excluding any application of conflicts of law rules or principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be an appropriate federal or state court located in the city in which the Bank's main office is located.

The form provided below can be found in Online Banking by clicking on the specific account number and going to the Statement tab and looking for a document titled "Account Disclosure" at the bottom of the list of statements. This is not an exact copy of what is found in Online Banking, but is provided as a reference.

MONTH _____ 20 _____

THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR BANK STATEMENT

Checks Outstanding
Not Charged to Account

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| Add + | |
| Deposits not credited in this statement | |
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| Total | |
| Subtract - | |
| Checks Outstanding – Total from other table | |
| Balance – Should agree with checkbook (register) balance | |

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

IF YOUR FINANCIAL INSTITUTION OFFERS THE FOLLOWING SERVICES AND YOU USE THESE SERVICES, THESE DISCLOSURES, REQUIRED BY GOVERNMENT REGULATIONS, MAY APPLY TO YOUR STATEMENT. THESE DISCLOSURES ONLY APPLY TO ACCOUNTS THAT ARE USED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

REVOLVING LOAN ACCOUNT

Immediate credit will be given for payments made at the address listed on the front of this statement during the institution’s full service hours for that location. Payments received at any other location will be promptly credited, but credit could possibly be delayed up to five (5) days.

BALANCE SUBJECT TO INTEREST RATE

The INTEREST CHARGE is computed on the average-daily-balance method (including current transactions). We figure the interest charge on your account by applying the periodic rate to the “average daily balance” of your account (including current transactions). To get the “average daily balance” we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits, (and unpaid finance charges). This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “average daily balance”.

WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us at the address listed on the front of this statement. In your letter, give us the following information:

1. Account information: Your name and account number.
2. Dollar amount: The dollar amount of the suspected error.
3. Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:

1. We cannot try to collect the amount in question, or report you as delinquent on that amount.
2. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
3. While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
4. We can apply any unpaid amount against your credit limit.

Freedom Bank Bill Pay

Freedom Bank Bill Pay

You may use the Freedom Bank bill paying service, Freedom Bank Bill Pay, to direct Freedom Bank to make payments from your designated checking account to the “Payees” you choose in accordance with this agreement.

Terminology

- Financial Institution – Freedom Bank
- You, Your – you, the Freedom Bank customer
- “Payee” – anyone, including the Financial Institution, that you designate to pay and the Financial Institution accepts as a payee

Service Fees

Please refer to Freedom Bank’s Fee Schedule for specific fee information. Freedom Bank offers consumer customers Bill Pay at no charge. Freedom Bank offers Bill Pay to business customers for \$7.95 per month.

If you choose, you can rush payments. Next day check payments are \$19.95; Second-Day rush check payments are \$14.95; Second-Day Electronic Delivery is \$4.95. These fees are debited on the payment process date (the day you schedule the payment, or the next business day, if the payment is scheduled after the cut off time).

The Bill Paying Process

Single Payments – A single payment will be processed on the business day (Monday – Friday, except Federal Holidays) that you designate as the payment’s processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently 4:00 pm ET (3:00 pm CT).

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment’s processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments – When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment’s option is set to “Pay Before,” the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculate processing date.
- If the recurring payment’s option is set to “Pay After,” the processing date for the new occurrence is adjusted to the first business date after the calculated processing date.
- Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

Single and Recurring Payments

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payees.

Cancelling a Payment

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

Liability

- If you want to terminate another person's authority to use the Bill Pay service, you must notify the Financial Institution.
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- The Financial Institution is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- The Financial Institution is not liable for any failure to make a bill payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a Payee for a bill payment.
- The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent.

Termination

- The Financial Institution has the right to terminate this agreement at any time.
- You may terminate this agreement by written notice to the Financial Institution.
- The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by the Financial Institution on your behalf.

Text Message Banking

By using this service, you agree to the terms and conditions of this Agreement and accompanying Terms and Conditions of Your Account, Electronic Fund Transfers, and Fee Schedule disclosures. The Electronic Fund Transfers disclosure provisions apply to consumer customers and are not applicable to business customers. The Electronic Fund Transfer & Privacy notice can be viewed on our website by selecting the Disclosure tab.

Your Consent for Text (SMS) Message Banking Notifications. Text (SMS) Message Banking requires an initial registration process within Online Banking. Your use of the Text (SMS) Message Banking constitutes your agreement with the terms and conditions within this Agreement.

- You agree that your usage of our Text (SMS) Message Banking is conditioned on your providing us with a valid mobile phone number and indicates your agreement to our sending you text messages through your wireless provider.
- You agree that by entering a mobile phone number you certify that (a) you are the account holder, or (b) have the account holder's permission.
- You agree to provide a valid phone number for this service so that we may send you certain information about your applicable account per your request through Freedom Bank's Online Banking. We will determine at our sole discretion what information we make available through this service.
- You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. We may amend these terms and modify or cancel the Text (SMS) Message Banking services we offer without notice, except as may be required by law.
- Freedom Bank's Text (SMS) Message Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your accounts. This service may not be encrypted and at some point, may include personal or confidential information about you, such as your account activity or status. You agree to protect your communications device that receives information through this service and not to let any unauthorized person have access to the information we provide to you through this service.
- We will not send you marketing messages through the Freedom Bank's Text (SMS) Message Banking service.
- Receipt of account information through Freedom Bank's (SMS) Message Banking may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties. We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account

information to third parties. Also, nothing about Freedom Bank's Text (SMS) Message Banking creates any new or different liability for us beyond what is already applicable under your existing account agreements.

- There is no separate service fee for this service; however, you are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your account(s) and fees associated with text messaging imposed by your communications service provider. Standard message charges may apply. Such charges may include those from your communications service provider. Message frequency depends solely on user preferences established by user within Freedom Bank's Online Banking.
- You may withdraw your consent to receive SMS Notifications by calling, writing, or texting "STOP" to **662265**. We will not impose any fee to process the withdrawal of your consent to receive SMS Notifications. Any withdrawal of your consent to use SMS Notifications will be effective after we have a reasonable period of time to process your withdrawal.

You may contact us at:

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