

# Freedom Bank Digital Banking

Effective 3/2/2020

## General Terms & Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF DIGITAL BANKING, WHICH INCLUDES WITHOUT LIMITATION ONLINE BANKING, MOBILE BANKING, BILL PAY, TEXT MESSAGE BANKING, AND SPIN P2P PAYMENTS. These Terms & Conditions apply to all Digital Banking services unless indicated otherwise by context.

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.

### Definitions

Service – Freedom Bank Digital Banking

Customer – Any person or entity who has an ongoing account relationship with Freedom Bank; you, your

Account – a formal banking relationship established to provide or engage in services, dealings, or other financial transactions including a deposit account, a transaction or asset account, a credit account, or other extension of credit. Account also includes a relationship established to provide a safety deposit box or other safekeeping services, or cash management, custodian, and trust services, provided now or in the future.

Freedom Bank – also known as: Financial Institution, we, our, us

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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 Digital Banking**

### **Definitions**

Digital Banking services - Online through [thatsfreedom.bank](https://thatsfreedom.bank) and/or the Freedom Bank Mobile Banking application for Apple and Android devices.

### **What Does This Agreement Cover?**

This Agreement between you and Freedom Bank governs the use of Digital Banking services, which are listed at the beginning of these terms and conditions. These services permit Freedom Bank customers to perform many banking functions on accounts linked to the service with a computer or mobile device. Unless indicated otherwise by the context, "linked Freedom Bank accounts" or "linked accounts" refers to all your accounts with Freedom Bank that you have linked to Freedom Bank Digital Banking.

### **Accepting the Agreement**

When you use any of the Digital 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 Digital Banking services may also be affected by the agreements between us for your linked Freedom Bank accounts. When you link an account to Digital Banking services, you do not change the agreements you already have with us for that account. Similarly, when you use Digital 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 Digital Banking services.

## **Digital Banking Services**

You may use Digital 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 Username, Password, or mobile app PIN number.
- 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 Move Money section for details.
- Send SPIN P2P payments to third parties. See SPIN section for details.
- Enroll in and view e-statements. See the Electronic Delivery of Bank Statements and Notices section for details.

Some of the above services may not be available for certain accounts or customers.

## **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 Digital Banking service.

## **Other Charges**

In addition to the fees already described in this Agreement, you should note that depending on how you access Digital 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 Digital Banking 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.

Freedom Bank is not responsible for any these fees.

## **Service Hours**

Digital 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 or use Digital Banking Messaging for assistance with this service.

## **Business Days**

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

## **Joint Accounts**

When your Digital 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 Username 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 Digital Banking after the effective date of a change, you indicate your agreement to the change.

## **Termination**

Your Digital 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 Digital Banking secure e-mail support, or by calling 812-683-8998. This cancellation applies to your Digital 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. You remain obligated for any payments made by the Financial Institution on your behalf.

We may terminate your participation in Digital 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 Digital 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 Digital Banking services. If you subscribe to the 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 Digital Banking Messages 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 Messages tab within the Digital Banking service.

## **Use of Cellular Telephone Number**

With Digital Banking services, you may receive text messages from us, depending on the services you are enrolled in. If, for any reason, your cellular telephone number 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 cellular telephone number through the Messages tab within the Digital 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 Username or Password. 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 [thatsfreedom.bank](https://thatsfreedom.bank) 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. There is also contact information at the end of this agreement.

## **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 your transactions, 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

You irrevocably waive any provision of our Privacy Notice which would prevent us from providing information in connection with any transaction you may initiate within Digital Banking.

## **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 Digital Banking Transactions**

Tell us at once if you believe your Digital 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 Digital Banking services could cause you to lose all the money in your accounts, plus any amount available under your overdraft protection plan.

When you give someone your Username and Password, 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 initiate with fraudulent intent are also authorized transactions. For your protection, sign off after every Digital Banking session.

## **Electronic Delivery of Bank (Account) Statements and Notices Consent and Agreement**

1. **Your Consent.** For Freedom Bank to begin forwarding your Account Statements and Notices to you electronically, we need your consent. Please review the information below prior to your agreement. By agreeing to have your Bank Statements and Notices sent electronically, you also agree to notify Freedom 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 and Notices.

• **Your rights/options to receive a disclosure in paper form** – If you elect to receive your Account Statements and Notices through electronic delivery, Freedom Bank will no longer send you your statements or notices 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 Freedom Bank by going to the Documents section, choosing the account for which you would like electronic statements and notices, and selecting “Accept,” is to authorize the Bank to forward to you your periodic Account Statements and Notices and any other disclosures that Freedom 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 Digital Banking. You may choose to receive only your periodic account statements or both statements and notices.

• **The right to withdraw consent to have records provided electronically, including any consequences or fees associated with doing so** - You must provide Freedom 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 Freedom Bank to implement your request, and after such time you will no longer receive your statements or notices 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 or notice 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 and Notices electronically are discussed below in Our Requirements.

2. **Our Requirements.** First, the same terms apply with respect to electronically delivered Account Statements and Notices as for those delivered in paper form, and the deposit and loan agreements and disclosures that you have previously entered into or received from Freedom 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](http://www.adobe.com).

We will store your statements and notices electronically for 18 months from the date of delivery. You may print or download your statements to retain copies of them.

3. **Service Availability.** Freedom 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 Username and Password with any third party. In addition, your Account Statements and Notices will *not* be forwarded to you through email. You will be notified by email that they are available for you to access online through the bank's web site. Should you be unable to access your statements or notices through the internet, please call our Customer Service Department or go to your preferred banking location and Freedom 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 OR NOTICES THROUGH THE INTERNET. HOWEVER, SHOULD YOU BE UNABLE TO ACCESS YOUR STATEMENTS OR NOTICES, YOU CAN CALL FREEDOM BANK, AND WE WILL TAKE OTHER MEASURES TO PROVIDE COPIES OF YOUR STATEMENTS OR NOTICES TO YOU.

6. **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.

7. **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.

8. **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.

If you are registered for e-statements, the form provided below can be found in Digital Banking by clicking on the Documents button, selecting the account you wish to view documents for, changing the date range if necessary, and clicking “Apply.” When you select the statement, a pop up with several options will appear. One of the options, “Account Disclosure,” is at the bottom of the options list. This is not an exact copy of what is found in Digital 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

NO.	\$	
TOTAL	\$	

Balance Shown on Statement	
Add +	
Deposits not credited in this statement	
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 Move Money**

Use Move Money to transfer funds between your accounts, or to access Bill Pay to make payments from your registered checking account(s) to “Payees” you choose, or pay others with SPIN, in accordance with this agreement.

Sections with italicized headings represent separate products under the Move Money section of Digital Banking. Other bolded headings are for reference and ease of use.

### **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

### **Liability**

- If you want to terminate another person’s authority to use the Move Money service, you must notify the Financial Institution.
- You will be responsible for any bill payment request or P2P payment you make that contains an error or is a duplicate of another bill payment or P2P payment.
- The Financial Institution is not responsible for a bill payment or P2P payment that is not made if you did not properly follow the instructions for making a bill payment or P2P payment.
- The Financial Institution is not liable for any failure to make a bill payment or P2P 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 or P2P 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.

### ***Account to Account Transfers***

One-time or recurring transfers between your Freedom Bank accounts may be set up within Digital Banking. This includes transfers to loans that are considered payments.

Recurring Transfers – When a recurring transfer is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the transfer, a processing date is calculated for the next occurrence of the transfer. 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 transfer’s option is set to “Transfer Before,” the processing date for the new occurrence of the payment is adjusted to the first business day prior to the calculated processing date.
- If the recurring transfer’s option is set to “Transfer After,” the processing date for the new occurrence is adjusted to the first business day after the calculated processing date.
- Note: If your frequency settings for the recurring transfer specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> 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.

### **Canceling Transfers**

- You cannot cancel a 1-time immediate transfer after it has been submitted in Digital Banking 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 transfer is through the method described above. However, you may request to cancel a scheduled, recurring, or 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 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 transfer that is Pending, you will be charged for a stop payment in accordance with the agreement for the appropriate linked account.

## **Bill Pay**

### **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. 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 day (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 day prior to the calculated 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 day after the calculated processing date.
- Note: If your frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> 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.

### **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 Digital 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

## **Cancelling a Payment**

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

### **Alternative Method**

Note: The easiest and most convenient way to cancel a payment is through the method described above. However, you may request to cancel a scheduled or recurring payment 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 that is Pending, you will be charged for a stop payment in accordance with the agreement for the appropriate linked account.

## **Canceling Your Digital Banking Service**

If you choose to cancel Digital 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 Digital Banking service will end, and any unprocessed payments will be canceled. If you cancel your Digital Banking services, transfers outside Freedom Bank will also be canceled.

## ***SPIN P2P Payments (SPIN – Social Payments Instant Network)***

We have partnered with Visa debit card processing channels to offer convenient transfer of funds. Freedom Bank customers can setup a payee by sending an email or text message to the payee and have them finish the setup process by entering their debit card information. Alternatively, the Freedom Bank customer can have the payee enter their debit card information. The payee's card number is kept confidential when they upload it to online banking to finish the payee setup process.

## **Eligibility & Transfer Limits**

You must have a checking account and a Digital Banking account to use SPIN; you may only choose to pay from a checking account. The minimum you must transfer is \$1.00. The cut-off time for a transaction is 6:00 pm Eastern time.

Limits may be adjusted at any time for any reason in Freedom Bank's sole discretion without prior notice to you.

## **How to Set Up a Payee**

When you create a payee, select "P2P" and it will bring up a box where you can enter the payee's email address, cell phone number, or card number. If you use their email, the payee will receive an email with a link where they can enter their card number for payment. If you use their cell phone number, the payee will receive a text message with a link where they can enter their card number. If they are with you, the payee can enter the debit card number.

You represent that you have obtained the consent of the payee of such emails or automated text messages to send such emails or text messages to the payee. You understand and agree that any emails or text messages that we send on your behalf may include your name.

## **Restricted Payments**

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
- Gambling debts
- Any transaction that violates law or regulation, including transactions restricted by the Office of Foreign Assets Control (OFAC)

## **Cancelling a Transaction**

If a transaction is pending, it may be cancelled. Once a transaction has been processed, it may not be cancelled or stopped.

## **Receiving & Sending Money**

We may return all or part of any P2P payment sent to you, at any time and in our sole discretion, if either:

- we are unable to establish that you are the intended recipient of the P2P payment,
- we reasonably believe that completing the P2P payment would violate any applicable law or regulation, such as the Office of Foreign Assets Control (OFAC),
- we are advised that the P2P payment was fraudulent or unauthorized, or
- you do not provide your card information within a reasonable time

You agree that the payee's Financial Institution receiving the funds for a P2P payment may hold those funds for a reasonable period of time while attempting to identify an account for a payee who has either:

- not yet identified an account, or
- closed the recipient's prior account but still has other accounts open with the payee's Financial Institution.

You understand that the payee's Financial Institution receiving the funds may require a payee to manually accept each P2P payment you send to the payee. If the payee does not accept the P2P payment within the time frame set by the payee's Financial Institution, the funds will be returned to you. You understand and agree that we have no control over whether or not the payee's financial institution will require manual acceptance, or how long the payee's financial institution will hold the funds before returning them. You authorize us to act as your agent in receiving and processing any return of funds as we deem appropriate.

## **Error Resolution**

If you believe a third party has accessed your Digital Banking account and made an unauthorized transaction, review the Electronic Funds Transfer Policy for how to contact Freedom Bank and your rights. You, not we, are responsible for resolving any payment or other disputes that you have with any other person to whom you send money or receive money using the service.

We reserve the right to block recipients or terminate the SPIN service of any customer at any time.

## **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 Digital 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 Digital 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 Digital 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:

Freedom Bank  
1405 N Main St  
PO Box 177  
Huntingburg, IN 47542  
Phone: 812-683-8998  
Fax: 812-683-8558