

## **Electronic Services Agreement (INDIVIDUAL)**

This Agreement ("the Agreement") describes your rights and obligations as a user of the Online Banking Services, the Bill Payment Service and/or any similar Internet-based service (collectively, the "Services") offered by Freedom Bank ("Freedom Bank" or the "Bank"). It also describes the rights and obligations of Freedom Bank. Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

### **Definitions**

The following definitions apply in this Agreement:

- "Authorized Representative" refers to a person with authority (with respect to the account);
- "Bill Payment Service" is the Internet-based service that allows you to pay third parties directly from your Bill Pay Account.
- "Bill Pay Account" is the checking account from which you have chosen to make payments through the Bill Payment Service.
- "ISP" refers to your Internet Service Provider;
- "Online Banking Service" is the Internet-based service providing access to your Freedom Bank account(s), including the Bill Payment Service;
- "Online Account" means any Freedom Bank account from which you will be conducting transactions using a Service;
- "Password" is the customer-generated code selected by you for use during the initial sign-on, or the code you select after the initial sign-on, that establishes your connection to the Service;
- "Time of Day" references are to Eastern Standard Time or Eastern Daylight Time, as applicable;
- "We", "Us" or The "Bank" refers to Freedom Bank which offers the services and which holds the accounts accessed by the Services;
- "You" or "Your" refers to the owner of the account or the authorized representative;
- "Consumer" refers to anyone who has obtained a product or service from Freedom Bank. It does not refer to businesses.

### **Access to Services**

The Bank will provide instructions on how to use the Online Banking Service. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your password and your User ID. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software. In addition, the availability of the Online Banking Service may be effected by causes beyond our control, such as electrical outages, communications disruptions, natural catastrophes and the like, and we will not be liable to you for any unavailability of the Online Banking Service.

For purposes of transactions, Freedom Bank's business days are Monday through Friday, excluding holidays. All Online Banking Service transaction requests received after 6:00 pm on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which banking institutions within the State of New Jersey may close for business (each a Holiday") will be processed on the next business day. The Freedom Bank business day begins at 8:00 am.

## Use of your Security Password

You are responsible for keeping your password and Online Account information confidential. You agree that we are authorized to act on instructions received under your password, and that we have no obligation to verify that the holder of your password is in fact an authorized user of your account(s). In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password or User ID;
- Do not leave your PC unattended while you are in the Bank's Online Banking site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If your Password has been lost or stolen, call Freedom Bank immediately at (201) 599-3000 between the hours of 9:00 am and 5:00 pm Monday through Friday, and between the hours of 9:00 am and 1:00 pm Saturday. Telephoning Freedom Bank is the best way to minimize your losses.

If you believe your Password has been lost or stolen, please use the Password change feature within the Online Banking section of the website to change your Password.

## If your statement shows transfers you did not make

If your statement shows a transfer you did not make, notify Freedom Bank immediately by calling (201) 599-3000 between the hours of 9:00 am and 5:00 pm Monday through Friday and between the hours of 9:00 am and 1:00 pm Saturday, or by writing Freedom Bank at: 99 West Essex Street, Maywood, NJ 07607.

If you do not notify Freedom Bank within 60 days after the statement was mailed to you, you may not recover any money lost after the 60 days which would not have been lost if Freedom Bank had been notified in a timely manner. If for good reason (such as a long trip or hospital stay) you were delayed from contacting Freedom Bank, the Bank may extend the time period.

## Banking Transactions with Online Banking

The following services may be performed with the Online Banking Service:

1. Transfer funds among your checking accounts, savings account and money market account.  
**NOTE:** Because regulations require Freedom Bank to limit preauthorized transfers (including Online Banking Service transfers) the following limitations apply:
  - a. Statement Savings Accounts - You may make no more than six transfers per statement period by preauthorized or automatic transfer or by telephone or through the Online Banking Service.
  - b. Money Market Accounts-- You may make no more than six transfers per statement period by preauthorized or automatic transfer or by telephone or through the Online Banking Service and no more than six of these may be by check, draft or debit card payable to third parties.
2. New services may be introduced for the Online Banking Service from time to time. Freedom Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules which will be made available to you concerning these services.

## **Bill Payment Service**

The Bill Payment Service permits you to use your Internet-enabled device to direct payment from your designated Bill Pay Account to third parties you wish to pay. Your Bill Pay Account must be a checking account. Through the Bill Payment Service, you can pay bills from your Bill Pay Account to businesses and individuals.

All payments you make will be deducted from the account you designate as your Bill Pay Account for the Bill Payment Service. Any payments you wish to make through this service must be payable in US Dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payment may be made using the Bill Payment Service from time to time. You should not use the Bill Payment Service to make payments to settle securities purchases, payment to interest bearing accounts, tax payments or court ordered payments. Payments to these payees will be your sole responsibility if delayed or improperly processed or credited.

Funds must be available in your Bill Pay Account on the scheduled payment date. If the date you schedule a payment to initiate falls on a non-business day (Saturday, Sunday or Holiday), funds must be available in your Bill Pay Account the following business day (e.g. Monday). After the funds are withdrawn from your Bill Pay Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule a payment to recur in the same amount on a regular weekly, monthly, or semi-monthly basis. When you create a new payee in the Bill Payment Service, it has a temporary status until we have had sufficient time to set up the account and for your business payee to verify information about your account. You should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee.

For all subsequent payments, you agree to allow at least three (3) business days for electronic payments and five (5) business days for check payments between the date you schedule a payment to be initiated and the payment due date (this is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be responsible for all late fees, finance charges or other actions taken by the payee.

If you schedule your payment and follow all instructions provided, but the payee does not receive the payment in a timely manner, we will work with the payee on your behalf to attempt to have any late fees or charges reversed.

Freedom Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorizations in accordance with this Agreement. We will not be liable in any way for damages you may incur as a result of the circumstances set forth in the heading "LIABILITY" below or for any other circumstance beyond the control of Freedom Bank.

If the session during which you schedule a payment or transfer ends by 3:00 pm, Freedom Bank will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries using the service, the time recorded by the Online Banking Service controls.

If your Bill Pay Account does not have sufficient funds to make a payment as of the date of the transfer or payment is attempted or scheduled to be made, the transfer or payment will be canceled and no further attempt will be made by Freedom Bank to make the transfer or payment. Freedom Bank will attempt to notify you by e-mail or US Postal Mail, but we shall have no obligation or liability if we do not complete a transfer or payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Bill Payment Service. In the case of fixed payments, only the payment currently scheduled will be canceled. Fixed payments scheduled for future dates will not be affected.

Payment changes or cancellations should be made through the Bill Payment Service. If certain information that you provided to us when setting up the Bill Payment Service for a payee changes, or if you wish to cancel a bill payment to a payee that you have scheduled, you may edit the payment information or delete the payment online via the Bill Payment Service by following the onscreen instructions in the "Pending transactions" section. If the payment is not listed and you ask us to cancel a payment after it is issued, and we agree to do so, we may charge you a stop payment fee.

Stop payment orders, whether oral, written or electronic will be in effect for a period of six (6) months. If requested by Freedom Bank, you will confirm any stop payment order in writing. After six months, any stop payment will be terminated and must be renewed in order to continue in effect. Freedom Bank may pay any item that is presented following the lapse of any stop payment order.

Bill Pay daily limitation: \$19,999.99.

### **Schedule of Fees**

Freedom Bank currently offers the benefits and convenience of the Online Banking Service and the Bill Payment Service at no cost. However, Freedom Bank reserves the right to charge a fee in its discretion in the future upon advance notice along with an opportunity for you to terminate the Service at your option in accordance with the procedures set forth in paragraph C of **Term and Termination** below.

### **Statements**

You will continue to receive your regular monthly account statements from Freedom Bank.

### **Electronic Fund Transfer Provisions for Consumers**

- A. Applicability. These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to section 1005 of the CFBP Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.
- B. Your Liability. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:
  1. If you notify the Bank within two (2) business days after your Password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.
  2. If you fail to notify the Bank within two (2) business days after your Password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:
    - \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
    - the total of authorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.
  3. You must report an unauthorized EFT that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred within the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.

4. If the report is made orally, we will require that you send the complaint or question in writing within 20 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
  5. You may notify the Bank by telephone or in writing. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.
- C. Telephone Numbers and Addresses. In case of errors or questions regarding the Online Banking Service, call (201) 599-3000 or write us at: Attn: Online Banking Department, Freedom Bank, 99 West Essex Street, Maywood, NJ 07607.

We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and account number
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
3. The dollar amount of the suspected error and date on which it occurred.

### **Electronic Mail**

If you send us an electronic message, Freedom Bank will be deemed to have received it on the following business day. We will have a reasonable time period to act on your e-mail.

You should not rely on electronic mail if you need to communicate with us immediately (e.g. you need to report an unauthorized transaction from one of your accounts or to stop a payment that is scheduled to occur).

You agree that Freedom Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Freedom Bank shall be considered received within three (3) days of the date sent by Freedom Bank, regardless of whether or not you sign on the service within that time frame.

### **Term and Termination**

- A. Term. This Agreement will become effective on the date you first begin using the Service and shall remain in full force and effect until termination in accordance with the following provisions.
- B. Termination for Cause. We may immediately terminate your privileges with respect to the Services without notice to you under the following circumstances:
  - o you do not pay any fee required by this Agreement when due or
  - o you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

C. **Termination for Convenience.** To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). You may notify the Bank by one of the following methods:

- By sending an e-mail to [onlinebanking@freedombanknj.com](mailto:onlinebanking@freedombanknj.com);
- By calling (201) 599-3000; or
- By writing a letter and either sending it to the following address: Freedom Bank, 99 West Essex Street, Maywood, NJ 07607. or by giving it to a Customer Service Representative at any of the Bank's locations.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or you do not have any transaction scheduled through the Service during any consecutive 90-day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

## Liability

A. **Our Liability.** If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result, subject to the limitations of liability set forth in this Agreement. There are some exceptions to our liability for processing transactions on your accounts.

1. We will not be liable to you in the following instances:
2. If through no fault of the Bank, you do not have enough money in your account to make the transfer.
3. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
4. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
5. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
6. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
7. If your transfer authorization terminates by operation of law.
8. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
9. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
10. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
11. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

12. Any other exceptions stated in this Agreement or in the account agreements and disclosures for your accounts with us at Freedom Bank.

Our sole responsibility for an error in a transfer will be to correct the error. Our liability also is limited as stated in the "Disclaimer of Warranty" and "Limitation of Liability" sections of this Agreement.

- B. Disclaimer of Warranties. You are responsible for the correct set-up and installation of any hardware and software that you use to connect to Service and for your correct use of Service. We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with Service and the Services provided to you under this Agreement. We do not and cannot warrant that the Service will operate without errors, or that any or all Services will be available and operational at all times. To the fullest extent permitted by applicable law, we disclaim all express and implied warranties, including without limitation the implied warranty of merchantability and the implied warrant of fitness for a particular purpose and any warranties as to non-infringement of third-party rights, in connection with the Service and any hardware or software that you or any third-party uses to connect to the Service.
- C. Limitation of Liability. Except as specifically provided in this Agreement, to the fullest extent permitted under applicable law, (a) you agree that neither the Bank nor any officers, directors, employees, agents, contractors, service providers or affiliates of or for the Bank shall be liable for any damages (whether direct, indirect, special, consequential, punitive or otherwise, whether for loss of profits, revenue, or data or any use by you or any third party, whether caused by hardware, software, system-wide failure or other cause, whether for breach of contract, tort or other theory of liability, or based on a warranty, or brought at law or in equity, and including without limitation economic, property, personal injury, death, or other loss or injury) asserted or assessed against or incurred by you or any third-party under, in connection with or by reason of the installation, use or maintenance of hardware, software or other items necessary for you or a third party to connect to the Service, and (b) you agree that neither the Bank, nor any officers, directors, employees, agents, contractors, service providers or affiliates of or for the Bank, shall be liable for any indirect, incidental, special, consequential or punitive damages (whether for loss of profits, revenue, or data or any use by you or any third party, whether caused by hardware, software, system-wide failure or other cause, whether for breach of contract, tort or other theory of liability, or based on a warranty, or brought at law or in equity, and including without limitation economic, property, personal injury, death, or other loss or injury) asserted or assessed against or incurred by you or any third-party under, in connection with or by reason of any Services or products provided under this Agreement or in connection with or by reason of your use of or access to the Service. Without limiting the foregoing limitations of liability, the Bank, and its officers, directors, employees, agents, contractors, service providers and affiliates, also shall not be liable for any computer virus or software or hardware related problems which may be attributable to software, hardware or services provided or used in connection with the Services. Further, in no event shall the aggregate liability of the Bank, and its officers, directors, employees, agents, contractors, service providers and affiliates, taken as a whole, exceed the aggregate amount paid by you for the Services provided to you under this Agreement, calculated as of the date the act or omission which gave rise to such liability first occurred.
- D. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Account.
- E. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Account.

- F. Virus Protection. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

## **General Terms and Conditions**

- A. Bank Agreements. In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement, if any.
- B. Changes and Modifications. The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.
- C. Assignment. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related.
- D. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- E. Disclosure of Information. We will only disclose information to third parties about your account or transfers you make under the following circumstances:
- where it is necessary for the provision of the Services and for completing transfers;
  - in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
  - in order to comply with government or court orders, or other reporting requirements;
  - if you give us your permission;
  - to the Bank's affiliated companies.
- F. Governing Law. This Agreement is governed by the laws of the State of New Jersey and applicable federal law