



**CUSTOMER ACCESS DISCLOSURE  
FOR ONLINE BANKING SERVICES**

This disclosure includes information about electronic funds transfers using Freedom Bank of America's online banking services. This disclosure is in addition to other disclosures between us, including your checking, savings, and other deposit accounts, as well as your overdraft protection agreement, line of credit and loan agreements. If there is a conflict between the terms and conditions of this disclosure and one contained in the other disclosures between us, these terms will supersede all others.

In this disclosure, the words "Bank," "we," "us" or "our" mean Freedom Bank of America and its successors or assignees. The words, "you" or "your" mean each person who has an interest in an account or other relationship which is accessible through our Online Banking Services and any person authorized such access. The words "Online Banking" or "Services" means the Bank's Online Banking Services. "Online Banking Services" means that information, communication and transactions provided to you by us through any non-branch remote channel, including the Bank's web Site, <http://www.freedombank.com> (Site), within our Area of Service, including, but not limited to, the following: account information, funds transfers, bill payments, statement/transaction inquiries, downloads, and check order(s) for account(s) established at a branch.

When you use our Services or you permit any other person to use our Services, you agree to the terms and conditions we have set out in this agreement and any instructional material, which we provide you regarding the Services. Your use of the Services will be made by use of an alpha/numeric code. Each time you use our Online Banking Services this constitutes confirmation by you of your agreement to and understanding of the terms of this disclosure and any screens that appear on your computer when you sign on to Online Banking.

**Disclosure of Account Information to Others** - As described below, we may disclose information to "Affiliate Bank's" or third parties about your accounts **if**:

- We have entered into an agreement to have another party provide the bill payment service or receive your account information. We may provide the third party with information about your linked deposit accounts, your transactions, and your electronic mail messages in order to carry out your instructions.
- It is necessary for completing transfers and bill payments.
- It is necessary to verify the existence and condition of a payment account for a payee or holder of a check issued by use of the bill payment services.
- In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information.
- You give us your permission.

Please refer to the Bank's privacy disclosure, which can be obtained at any Branch office and is also available online.

**Equipment and Software** - The following device (Equipment) is required to access the Services: Personal



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computer and an Internet Connection. You may request a paper copy of electronic notices required by federal regulations within 60 days of the availability of the electronic disclosure.

You may download your account transactions from the Online Service installed on your computer to a software program such as MS Money® and Microsoft Excel installed on your computer.

**Account Access** - To have access to the Services, you must be an authorized user of an Internet Access Service Provider you have selected. You must also have at least one eligible deposit account or loan with us. If you have more than one account or other relationships with us, we will "link" the relationships together unless you request certain accounts not to be linked (personal and non-personal accounts cannot be linked together). Accounts which are "linked" under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account.

**Joint Accounts** - If the account(s) added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Username and Password are authorized unless we have been notified by you to cancel the Service.

**Access Codes** - During your use of the Services, you are required to enter:

- Username
- Password

Use of the Username and password are the agreed security procedures to access the Services through any of the Equipment. You agree to keep these numbers and codes confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of the Services. For security purposes, we recommend that you do not use the same Username and/or passwords you use on other bank products.

Your authorization to gain access to your account information is your Username and your password defined by you, the user. Your password must contain at least eight (8) alpha/numeric characters, 1 numeric character, 1 UPPER alpha character and at least 1 lower case alpha character, both upper AND lowercase, and be between eight (8) - thirty (30) characters in length. Passwords containing unsafe or simple construction will not be accepted. Unsafe or simple passwords may include:

- Passwords which contain the user's user name.
- Passwords which contain the word " password"
- Passwords which contain repetitive characters (1111 or zzzz)
- Passwords which contain sequential characters (abcd or 1234).

If you forget your password, please contact us for instructions. If you make your Username and password available to others to act on your behalf, you are responsible for all activity authorized by your Username and password.

**Important Note for Business Account Holders** - The loss, theft or unauthorized use of your password could result



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in significant financial losses. Your use of the Services under an eligible business deposit account is your agreement to assume all risks and losses associated with the use of your Username and Password by your employees or other persons. You agree that any Online Banking transaction or request initiated by use of the Username/or password will be subject to and governed by this Agreement.

**Available Services** - In addition to viewing account information, you may use the Online Banking Service to conduct the following transactions:

- **Internal Transfers and Payments** - Transfer funds among your checking accounts, savings accounts or money market accounts.

**Time of Bank Transfers; Posting; Funds Availability** - Transfers will be available for withdrawal and reflected online the same day initiated; if initiated before 4:00 P.M. EST on a business day; if other than before 4:00 P.M. Eastern Time on a business day, transfers are made on the next business day following the scheduled day of the transfer.

NOTE: Regulations require that the following limitations apply:

**Savings Account.** You can make no more than six transfers per quarter by pre-authorized, automatic transfer, telephone banking transfer or by Online Banking.

**Money Market Account.** You can make no more than six transfers per statement period by pre-authorized, automatic transfer, telephone banking transfer or by Online Banking and no more than three of these may be by check, draft, debit card or similar order.

- New Services may be introduced for Online Banking from time to time. The 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.
- **E-Mail** - If you send the Bank an electronic mail message, the Bank will be deemed to have received it on the following business day. The Bank will have reasonable time to act on your e-mail. You agree to promptly notify the Bank of any changes in your address or telephone number.

Electronic mail is not a secured method of communication and should not be used to relay personal or confidential information.

You should not rely on electronic mail if you need to communicate with the Bank immediately. For example: if you need to report an unauthorized transaction from one of your accounts; or if you need to stop a payment that is scheduled to occur please notify your local branch in person or by telephone.



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**Other Agreements**

In addition to this Agreement, you and Freedom Bank of America agree to be bound by and comply with the requirements of the agreements applicable to each of your On-line Accounts. Your use of the On-line Banking service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Freedom Bank of America, 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 at the end of this Agreement. All terms and conditions of the disclosures provided to you at account opening, including but not limited to, the Truth in Savings, Regulation E Disclosure, Depositor's Agreement and Terms and Conditions apply to this Service.

**Periodic Statement** - You will be mailed periodic statements for your Eligible account(s). Your statements will include any transfers you authorize using the Online Service.

**Business Days and Hours of Operation** - Our business days are Monday through Friday except Federal bank holidays. A customer service representative will be available to assist you between the hours of 9:00 a.m. to 4:00 p.m. EST Monday through Thursday and 9:00 a.m. through 6 p.m. EST on Friday. Although funds transfers, loan payments, stop payments or advance requests can be processed only on business days, you can use Online Banking 24 hours a day, seven days a week, except during any special maintenance periods.

**Consumer Liability** -The loss, theft or unauthorized use of your pin could result in significant financial losses. If you tell us within two business days, you can lose no more than \$50 if someone used your username and/or password without your permission.

If you do **NOT** tell us within **2 business days** after you learn of the loss or theft of your Username and/or password and we can prove we could have stopped someone from using your Username and/or password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows electronic fund transfers that you did not make, tell us at once. If you do not tell us within **60 calendar days** after the statement was been mailed to you, you may not get back any money you lost after the **60 calendar days** if we can prove that we could have stopped someone from taking the money if you had told us in time.

**These above provisions do not apply to Business Accounts.**

**Reporting Unauthorized Transactions** - If you believe that your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact your local branch immediately.

**Liability for Failure to Make Transfers** - If we do not complete a transfer to or from your account on time or in the correct amount according to your request, we may assume liability for your losses or damages. However, there are some exceptions. We will not be liable, for instance:



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- If, through no fault of ours, you do not have enough money in your deposit account to make the transfer.
- If you have an Overdraft Line of Credit and the transfer would exceed the credit limit.
- If the terminal or system was not functioning properly and you were aware of the malfunction when you started the transfer.
- If we are legally restricted from transferring funds to or from your account.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions to our liability as stated in your Account Disclosures.

**Electronic Funds Transfer Error Resolution** - In case of errors or questions about any electronic transfer initiated from your deposit account(s) under the Services, contact us immediately. You may contact us by e-mail, telephone or in writing. Please refer to our branch locations. If you think your statement is incorrect or if you need more information about a transaction listed on the statement, we must hear from you no later than 60 days after we send or deliver to you the FIRST statement on which the problem or error appeared. To report an error, you must provide us with the following information:

- Tell us your name and account number(s).
- The date of the suspected error.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We may require that you send us your complaint or questions in writing within 10 business days (20 business days for new customers). We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question, (90 days for new customers) in which case, we will provide provisional credit to your account within 10 business days (20 days for new customers) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and do not receive it within 10 business days, we may not provide provisional credit to your account during the investigation. An account is considered new for 30 days after the first deposit, if you are a new customer.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**Liability for Loss or Erroneous Data** - You will bear the liability or the risk of any error or loss of data, information, transactions or other losses which may be due to the failure of your computer system or third party communications provider on which you may rely. We shall have no liability to you for any damage or other loss,



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direct or consequential, which you may incur by reason of your use of your computer system.

**Changes/Interruptions in Services** - We may, on a regular basis, perform maintenance on our Equipment or system, which may result in interrupted service or errors in the Service. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes, but cannot guarantee that such notice will be provided.

**Harm to Computer Systems/Data** - You agree that we will not be responsible or liable for viruses, worms, trojan horses, or other similar harmful components that may enter your computer system by downloading information, software, or other materials from our Site. We will not be responsible or liable for any indirect, incidental or consequential damages that may result from such harmful components.

**Performance of Software and Electronic Service** - In no event will we or our officers, directors, employees or agents be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse or inability to use the Services, or for any loss of any data, even if we have been informed of the possibility of such damages. WE MAKE NO WARRANTY TO YOU REGARDING YOUR EQUIPMENT OR THE SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

**Security** - In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, passwords or other means of identification. We reserve the right to block access to the Services to maintain or restore security to our Site and systems, if we believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s).

Check your balances and account activity regularly. While the Bank takes precautions to safeguard your information, we cannot provide a guarantee that our systems will never be compromised.

**Ownership and Materials** - The content and information on our Site is the property of Freedom Bank of America. It should not be duplicated, or copied by any means.

**Severability** - If any provision of these terms are void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction.

**Venue** - Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Florida.

**Binding Arbitration of Disputes and Jury Trial Waiver** - You and the Bank agree that transactions under these terms constitute transactions in "commerce" within the meaning of the Federal Arbitration Act ("FAA") (9 U.S.C. Section 1, et seq.). You and the Bank agree that any controversy or claim between you and the Bank, or between you and any of the officers, employees, agents, or affiliated companies of the Bank, arising out of or relating to



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this Agreement, or any of the transactions contemplated under this Agreement, or any of the discussions or negotiations leading up to the making of this Agreement, or any relationship that results from any of the foregoing, whether based in contract, or an alleged tort, or on any other legal theory, and whether asserted as an original or amended claim, counterclaim, cross claim, or otherwise, shall be settled by binding arbitration pursuant to the FAA. The arbitration will be administered by the American Arbitration Association ("AAA") under its then current Arbitration Rules for the Resolution of Consumer-Related Disputes: Judgment on the arbitrator's award may be entered in any court of competent jurisdiction in Florida. At the request of either party, the arbitrator shall be an experienced practicing attorney or retired judge having at least 10 years' combined experience as a practicing attorney or judge of a court of record. Any dispute regarding whether a particular claim is subject to arbitration will be decided by the arbitrator, including, without limitation, any claim that this Agreement or this agreement to arbitrate disputes was induced by fraud. Any court of competent jurisdiction may compel arbitration of claims pursuant to this Agreement. This agreement to arbitrate disputes will survive termination of this Agreement. **YOU AND THE BANK HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER YOU OR THE BANK WHETHER THE DISPUTE, CONTROVERSY OR CLAIM IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT.**

**No Signature Required** - When any payment or other online service generates items to be charged to your account, you agree that we may debit your designated Eligible account or the account on which the item is drawn without requiring your signature on the item and without prior notice to you.

**Amendment of These Terms and Conditions** - We may amend this disclosure from time to time. Each amendment will be effected by our mailing, sending electronically, or otherwise delivering the amendment, revised disclosure and/or notice thereof to you in accordance with applicable federal and state laws. If no federal or state law specifically governs the amendment, the amendment shall be effected by posting it on the Site (with notification to you of such posting by electronic communication) or mailing or otherwise delivering it to you as mandated by law. Notwithstanding the foregoing and to the extent permitted by applicable law, we may change any term of this Agreement without prior notice or obligation to you: if the Internet service, the Software or the Service Provider changes any term without providing us sufficient notice to enable us to properly notify you; for security reasons; to comply with applicable law; or as otherwise expressly provided in this Agreement. Any use of Freedom Bank of America Online Banking after we provide you a notice of change will constitute your agreement to such change. Further, the Freedom Bank of America's Online Banking services, and/or related materials may from time to time be revised or updated, which may render all such prior versions obsolete. Accordingly, we reserve the right to terminate this Agreement as to all such prior versions of the services, and/or related materials and limit access to only Freedom Bank of America Online Banking more recent revisions and updates. Neither the Bank nor the Service Provider shall be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank or the Service Provider in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on anyone occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.



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**Assignment** - Only the Bank may assign the rights and delegate the duties under these terms to a company affiliated with us or to any other party.

**Termination** - Both you or we may terminate this service and any service provided hereunder at any time. You must provide us with at least ten (10) business day's prior written notice of termination. We also reserve the right to terminate or to discontinue support of any software or equipment without written notice.

**Governing Law** - These terms and conditions of this disclosure shall be governed by and construed in accordance with the laws of the state of Florida, without regard to Florida's conflict of law provisions. Your existing account relationships shall continue to be governed by and construed in accordance with the laws of Florida, and by applicable federal law.

**Waiver** - We may waive any term or provision of this disclosure at any time, or from time to time, but such waiver shall not constitute a waiver of, or invalidate any other term or provision in the future.