

**FREEDOM BANK**  
**THE FREEDOM BANK OF VIRGINIA**  
Freedom Direct Online

**Internet Banking Agreement**

This Internet Banking Agreement (this "Agreement") dated \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter, "Customer") and **THE FREEDOM BANK OF VIRGINIA** (hereinafter "Bank") governs the Customer's use of "Freedom Direct Online", an electronic banking service that permits the Bank's customers to access financial services through the use of the World Wide Web. Accounts and services provided by the Bank that are accessed through Freedom Direct Online are also governed by other agreements between the Customer and the Bank.

Freedom Direct Online enables the Customer to obtain information on the Customer's account activity at the Bank and initiate certain transactions, as more particularly described on attached Exhibit "A" hereto and incorporated herein, as from time to time in effect (the "Services").

1. **Enrollment.** In order for the Customer to become a party to this Agreement and have the Services provided to the Customer, the following procedures must be completed in a satisfactory manner (the following, individually and collectively, being referred to in this Agreement as the "Enrollment Process"):

(A) The Customer must have opened one or more deposit accounts with the Bank in accordance with the Bank's applicable deposit account documents (individually, an "Account" and collectively, the "Accounts").

(B) For in-person, mail in (including electronic transmission),, this Agreement must be executed by an authorized signer of the Customer, as set forth in the authorizations on file with the Bank in connection with the opening of the deposit account referenced in paragraph (A), above. The executed Agreement must be mailed or delivered to the Bank's address set forth in Paragraph 18. After receipt of the executed Agreement, the Bank will contact the Customer about login information to be used in connection with the Services.

(C) The Bank must receive written notice of any Accounts or Services not to be accessed or used by the Online Banking Manager (defined below). Such notice must be received at such time and in such manner as would afford The Bank a reasonable time to act thereon. Until such notice is received by The Bank, the Online Banking Manager shall have access to all of the Customer's Accounts and be able to use all Services.

By completing the Enrollment Process, the Customer represents and warrants to the Bank that all action has been taken as required by the organizational documents of the Customer, and applicable law, to authorize the Online Banking Manager to use the Services on behalf of the Customer and to enter into this Agreement. At the request of the Bank, the Customer shall sign a written confirmation evidencing the above, and to provide the Bank with such other documentation as the Bank may request to evidence the identity and authorization of the person or persons purporting to be the authorized signer(s) for the Customer.

2. **Online Banking Manager.** The Customer shall indicate on the signature page of this Agreement one individual from the Customer as the "Online Banking Manager." The Online Banking Manager shall be responsible for adding and managing "Users" (additional persons authorized to perform some or all of the responsibilities of the Online Banking Manager), for using the Services (as may be limited from time to time in accordance with Paragraph 1(D)). It is the responsibility of the person or persons executing this Agreement on behalf of the Customer (individually or collectively, as applicable, the "Authorized Person") to inform The Bank, in a timely manner, if the Customer wishes to remove the Online Banking Manager from the Service, or if the Customer wishes to modify the Online Banking Manager's authorization or account access rights. It is the responsibility of the Online Banking Manager to add Users to

the Service, remove Users from the Service, and modify a User's authorization or account access rights. If the Online Banking Manager is unavailable, it is the responsibility of the Authorized Person to perform the above duties.

3. **Accounts.** All deposit accounts of the Customer with the Bank which, according to the books and records of the Bank, have the Federal Tax ID number indicated below will be added to Freedom Direct Online as "Accounts". If additional deposit accounts are opened at the Bank with the Federal Tax ID number indicated on the signature page hereof, said accounts may be automatically added to Freedom Direct Online as "Accounts", unless the Customer notifies the Bank by calling (703)-242-5300 or sending a message through the electronic mail service described in Paragraph 7.

4. **Services.** 1. The following cash management standard services will be available to the Customer:

- Balance inquiry
- Transaction Research
- Statement History
- Internal Transfers
- External Transfers
- Placement of Stop Payments

The following **optional** services are available if selected by Company and approved by Bank:

- Wire Transfer Origination ("Wires")
- Automated Clearing House ("ACH") File Origination (Separate Agreement)
- Bill Pay (Separate Terms and Conditions)
- Remote Deposit Capture (Separate Agreement)
- Mobile Banking for Business (Mobile Banking Terms and Conditions Apply)
- Positive Pay (Separate Agreement)

Depending upon the type of account involved, not all of the above features and services may be available on a given account. Other services may be available from time to time in the future. By using these services, or other services as they become available, you agree to be bound by the terms and conditions contained in the Agreement and any amendments hereto.

5. **Security Procedures.** With respect to certain of the Services, this Agreement or a separate service agreement shall set forth certain procedures (each a "Security Procedure") designed to maintain the security of the information and transactions contemplated by Freedom Direct Online. It is possible for any Service to have more than one Security Procedure available. The Security Procedure applicable to Freedom Direct Online is set forth on Exhibit B hereto. The Customer hereby accepts such Security Procedure designated herein or in the aforesaid service Agreements as commercially reasonable for its purposes. The Customer hereby authorize the Bank to rely on such Security Procedure as the Customer's signature and authorization to release requested information about the Accounts, and further authorize the Bank to act upon all payment orders and other instructions, and other communications received, that have been properly verified by means of the Security Procedure. If the Bank complies with a Security Procedure in verifying a payment order or other instruction issued in the Customer's name, the Bank shall be entitled to act on said instruction on the Customer's behalf. The Bank shall not be obligated to establish the identity of the person giving said instruction. If the Bank takes any action not provided in the Security Procedure to verify the authenticity or content of any payment order or other instruction, such additional action shall not be deemed to become part of the Security Procedure, no matter how often the bank takes such additional action. In addition to any similar rights given to the Bank in this Agreement and any Security Procedure, the Bank reserves the right generally to reject or delay acceptance of any instruction or communication which the Bank, or the Bank's Service Provider (defined below), in good faith believes is not properly authenticated, contains incorrect, ambiguous, or missing information, or cannot or should not be processed. The Bank will provide the Customer with notice of any rejected instruction or

communication. The Bank or its Service Provider may cancel the identification numbers or passwords associated with any Security Procedure if the Bank or said Service Provider has reason to suspect improper use thereof. Prior to cancellation, the Bank may confer with the Customer, unless in the Bank's opinion it would be impracticable or imprudent to do so under the circumstances. Nothing in this Paragraph 4 shall be construed to require the Bank or its Service Provider to reject or delay any such acceptance, or to make any investigation or inquiry with respect thereto, unless specifically required by a Security Procedure. The Customer hereby agrees that the applicable Security Procedure is designed to verify the authenticity of an entry instruction, payment order or other instruction, and *not* to detect errors in transmission or content, including duplicate transmissions. The Customer hereby agrees that neither the Bank nor its Service Provider shall be responsible for detecting errors in transmission or content. The Bank reserves the right, in its sole discretion, to change any or all of the Security Procedures and codes at any time upon giving oral or written notice to the Customer.

As used in this Paragraph 4 and elsewhere in this Agreement, "Service Provider" means any person with whom the Bank has in effect an agreement whereby said person agrees to perform any or all of our obligations under this Agreement and any related service agreement with respect to the related Service. The term "Service Provider" also includes any person with whom a Service Provider has in effect a similar agreement with respect to said Service, and the successors of each of the foregoing persons.

6. **Fees and Charges.** The Customer agrees to pay the fees and charges set forth on Exhibit C, as from time to time in effect, plus any applicable sales and excise taxes. The Bank may unilaterally change the fees and charges listed on Exhibit C, without modifying this Agreement, by giving the Customer at least thirty (30) days prior written notice of such changes and forwarding a revision of the Fee Schedule contained in Exhibit C to be attached to the Customer's copy of this Agreement prior to the date the changes become effective. The Customer hereby authorizes the Bank to debit automatically any Account as and when said fees and charges shall become due and payable. The Customer understands that it is directly responsible for all costs associated with the establishment and ongoing maintenance of Freedom Direct Online.

7. **Responsibilities and Restrictions on Use of Internet Banking.**

(A) The Customer agrees to use the Freedom Bank website and Freedom Direct Online only with respect to the Accounts. The Customer agrees (i) not to permit any third parties to use or access the Freedom Bank website or Freedom Direct Online; (ii) not to use the Freedom Bank website or Freedom Direct Online for any other party's information management or benefit; (iii) not to use the Freedom Bank website or Freedom Direct Online in the operation of a service bureau or redistribute or sell Freedom Direct Online.

(B) The Customer agrees to not take any screen shots of any portion of the Freedom Bank website, or use any robot, spider, other automatic device or program or manual process to monitor, copy, or reproduce the Freedom Bank website.

(C) The Customer agrees to not interfere with the functionality of the Freedom Bank website by (i) uploading, storing, e-mailing, posting, linking or otherwise transmitting, distributing, publishing or disseminating any material that contains software viruses, Trojan horses, worms, time bombs, or any other computer code, file or program designed to interrupt, destroy or limit the functionality of the Freedom Bank website, Freedom Direct Online, Bank computer software, hardware or telecommunications equipment, or any other harmful or disruptive program; (ii) disrupting the normal flow of the Freedom Bank website or Freedom Direct Online, causing a screen to scroll faster than it can be usable, or acting in a manner that limits other's use of the Freedom Bank website, software or the Services; (iii) otherwise modifying the Freedom Bank website or Services or interfering or attempting to interfere with the proper operation of the Freedom Bank website or Services, including through the use of any device, software or routine; or (iv) using the Freedom Bank website or Services to disrupt the servers or networks connected to the Web server with respect to the Freedom Bank website or Freedom Direct Online.

(D) The Customer agrees to not use the Freedom Bank website or Freedom Direct Online to forge headers or identifiers in an effort to disguise the origin of content transmitted through or to the Freedom Bank website or Freedom Direct Online, impersonate any person or entity, or misrepresent the Customer's affiliation with a person or entity.

(E) The Customer agrees to not upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate (i) any information that is unlawful, harmful, threatening, abusive,

harassing, tortuous, defamatory, vulgar, obscene, libelous or racially or ethnically objectionable, or promotes such activity; or (ii) any unauthorized advertising, junk mail, "spam", chain letters or any other form of solicitation.

(F) The Customer agrees not to use the Freedom Bank website or Freedom Direct Online to collect or share personal data about other customers of the Bank.

(G) The Customer agrees not to upload, store, post, link to, e-mail or otherwise transmit, distribute, publish or disseminate any website information, content or other information or material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party or otherwise violates the legal rights (such as rights of privacy and publicity) of others, violates any contractual or fiduciary relationships or is otherwise objectionable.

(H) The Customer agrees to not violate (intentionally or unintentionally) any applicable local, state, national or international law or regulation, including, but not limited to, laws regarding the transmission through the Freedom Bank website and through Freedom Direct Online of technical data or software exported from the United States and/or the country(ies) in which the Customer resides, and all local laws and regulations regarding online conduct and acceptable content.

(I) The Customer agrees that only Freedom Bank shall have the right to alter, maintain, enhance or otherwise modify the Freedom Bank website or Freedom Direct Online. The Customer agrees not to disassemble, de-compile or reverse-engineer the Freedom Bank website or Freedom Direct Online.

(J) The Customer covenants, represents and warrants, to the best of its knowledge, that all of the Customer's electronic means used to access the Freedom Bank website and Freedom Direct Online do not, and will not during the term of this Agreement, contain any feature which would in any way impair the operation of (i) the Freedom Bank website or Freedom Direct Online; or (ii) the software or hardware of any other user using Freedom Direct Online, in each instance including, without limitation, any form of virus, a Trojan horse, worm, or other software routine or hardware component which may disable, erase or otherwise harm software, hardware or data.

**8. Electronic Mail (E-Mail).** The Customer may communicate with the Bank via e-mail. The Customer acknowledges that the Bank will not immediately receive an electronic message sent by the Customer. Should the Customer need to contact the Bank immediately, it should call (703) 242-5300. No action will be taken on any electronic message sent to the Bank until it actually receives the message and has a reasonable amount of time to act on it. The Customer shall not use e-mail to make an account balance inquiry, a stop payment or a funds transfer. The Customer shall not use e-mail to cancel a transfer or a loan payment. **IN NO EVENT SHALL THE CUSTOMER SEND ITS INTERNET BANKING PASSWORD, ACCESS ID OR OTHER SENSITIVE INFORMATION, SUCH AS ACCOUNT NUMBER(S), BY E-MAIL.**

**9. Disclaimer of Liability.**

(A) The Bank will make every reasonable effort to meet established schedules; however, all schedules shall be subject to the Bank's convenience, and may be shifted or postponed without notice to the Customer and without liability to the Bank. The Bank shall not be responsible for machine errors or data processing equipment failures, from whatever cause. Further, the Bank shall not be responsible for failure of the Customer's computer equipment.

(B) The Bank does not represent or warrant to Customer that Freedom Direct Online and/or the Services provided in connection therewith will operate uninterrupted or be error free. In the event that the Bank shall be deemed liable to Customer on account of the performance or non-performance of the Bank's obligations under this Agreement, whether arising in tort or otherwise, the Bank shall be liable only for Customer's actual damages and **in no event shall the Bank be liable for loss of good will, loss of profits, or for special, indirect, incidental or consequential damages, or any other damages not specified and for which the Bank has not accepted responsibility arising from Customer's use of Freedom Direct Online and/or any of the Services provided in connection therewith, regardless of whether such claims arise in tort, contract, or otherwise.**

(C) The Bank shall not be responsible or liable in any way for, and the Customer shall hold the Bank harmless (in accordance with Paragraph 15) from and against any loss, cost or expense

it may sustain by reason of, any fraudulent or unauthorized use of Freedom Direct Online, including, but not limited in any way limited to, any such fraudulent or unauthorized use by the Customer, the Online Banking Manager, any User, the Customer's officers, employees and/or agents or otherwise. The Bank shall not be responsible for any losses or damages caused by and changes in dollar limits or person(s) authorized to access the system prior to receipt of such notice from the Customer, nor shall Bank be responsible after receipt of such notice until Bank is afforded a reasonable opportunity to act on such notice. As used herein, a "reasonable opportunity" shall be defined as no earlier than one hour after the opening of the next banking day after the banking day on which the Bank received notice and no later than the close of the next banking day.

(D) The Customer shall be solely liable for funds transfer instructions and other transactions initiated before the Bank has received such notice and, after receipt of such notice from the Customer, the Bank shall not be responsible until the Bank is afforded a reasonable opportunity to act on such notice. As used herein, a "reasonable opportunity" shall be defined as no earlier than one hour after the opening of the next Banking Day after the Banking Day on which the Bank received notice and no later than the close of the next Banking Day.

**10. No Warranty. Except as expressly set forth in this Agreement, the Bank makes no representations, warranties or guarantees, expressed or implied, including without limitation, any warranty or merchantability or fitness for Customer's intended use, with respect to Freedom Direct Online and the Services provided or supplied pursuant to this Agreement.**

**11. Delegation of Duties.** The Bank shall have the right to delegate, whether to a Service Provider or otherwise, its duty to perform the Services to an appropriate third party as determined by the Bank in its sole discretion; this right of delegation, however, shall be limited to situations where the Bank's data processing equipment is inoperable or other conditions beyond the Bank's control make it either temporarily or permanently impossible for the Bank to perform hereunder. While the Bank shall have the right to delegate its duty to perform under this Agreement, it shall be under no duty or obligation to do so.

**12. Customer Compliance.** The Bank's obligation to honor the Customer's transaction shall be premised on the Customer's full compliance with the terms and conditions of this Agreement. Further, the Bank shall be under no obligation to honor, either in whole or in part, any transaction or instruction that (a) exceeds the Customer's collected and available funds on deposit with the Bank; (b) is not in accordance with any condition imposed by the Customer and agreed to by the Bank; (c) the Bank has reason to believe may not be authorized by the Customer; (d) involves funds subject to a hold, dispute, or legal process preventing their withdrawal; (e) would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (f) is not in accordance with any other requirement stated in this Agreement or any Bank policy, procedure or practice; or (g) for the protection of the Bank or Customer, the Bank has reasonable cause not to honor.

**13. Assignment.** This Agreement may not be assigned by the Customer without the prior written consent of the Bank.

**14. Authorization.** The individuals executing this Agreement on behalf of Customer and Bank do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Agreement on behalf of their respective principals.

**15. Miscellaneous.** (a) This Agreement shall be governed by the laws of the Commonwealth of Virginia. (b) Time is of the essence as to all matters set forth herein. (c) This Agreement shall be binding upon the parties hereto, their successors and any permitted assigns. (d) As used in this Agreement, the term "Banking Day" shall mean those days (exclusive of Saturday, Sunday and Bank holidays) upon which the Bank is open for banking business to the public.

**16. Indemnification.** The Customer agrees to indemnify, defend and hold the Bank and its subsidiaries, directors, officers, employees, agents and assigns harmless from and against any and all damage, loss, or liability of any kind, including without limitation, reasonable attorney's fees and court costs, which result directly or indirectly, in whole or in part, from the use of Freedom Direct Online and the Services provided in connection therewith, except those which may be proximately caused by the Bank's gross negligence or willful misconduct. In no event shall the Bank be liable for the consequences or damages sustained on account of any breakdown or malfunction of Bank's or Customer's equipment, not for

the consequences of error in any encoding, keypunching, data or other instructions furnished by the Customer, nor the Customer's failure to comply with the terms of this Agreement.

17. **Term.** This agreement shall continue in effect unless terminated by thirty (30) days prior written notice of termination from one party to the other; provided, however, that the Bank may terminate immediately, without prior notice, at any time that the Bank reasonably believes that loss or damage to either the Customer or the Bank may result from continued performance under this Agreement.

18. **Entire Agreement.** The terms and conditions set forth in this Agreement constitute the entire agreement between the parties and supersede any prior agreements or representations relating to Freedom Direct Online and/or any of the Services rendered in connection therewith, and may not be contradicted by evidence of prior or contemporaneous written or oral agreements, or subsequent oral agreements. No modification of this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

19. **Notices.** In the event that the Customer must contact the Bank for the purpose of notices, including notices and communications required or permitted by Paragraph 1, said communications must be submitted to the parties at their respective addresses and numbers set forth on the signature page hereof.

***[SIGNATURES APPEAR ON THE FOLLOWING PAGE]***

**Witness** the following signatures and seals:

**CUSTOMER:**

\_\_\_\_\_ [SEAL]

By: \_\_\_\_\_

**Name:**  
**Title:**

**Federal Tax ID No.** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_

**ONLINE BANKING MANAGER:**

**Full Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**THE FREEDOM BANK OF VIRGINIA** [SEAL]

By: \_\_\_\_\_

Name: \_\_\_\_\_

**ADDRESS:** THE FREEDOM BANK OF VIRGINIA  
10555 MAIN ST  
FAIRFAX VA 22030

**Telephone No.:** (703)-242-5300  
**Fax No.:** (703)-242-5303

## Exhibit A - Services

**Balance Inquiry:** The Customer may access information on the Accounts. The Customer can review transactions for the current statement cycle and transactions from the previous statement. The Customer may also customize the authority of authorized employees and limit their online access.

**Internal Transfer:** The Customer may transfer funds between the Accounts 24 hours a day, seven days a week, except during maintenance periods. Transfers initiated prior to the Bank's cutoff time of 6:00 p.m. EST Monday through Friday, except the Bank's holidays, will be processed the same day. Transfers initiated after the cutoff time will be credited on the next business day. The balance that is being transferred cannot exceed the collected balance in the Account being debited.

**External Transfer:** The Automated Clearing House (ACH) enables the Customer to transfer funds to other Financial Institution's accounts.

**Stop Payment:** The Customer may issue stop payment orders on items drawn on an Account. The Bank shall be afforded a reasonable opportunity to act on any stop payment order, and the Bank shall not be liable for payment of any item over a stop payment order during such time. As used herein, a "reasonable opportunity" shall be defined as no earlier than one hour after the opening of the next banking day after the banking day on which the Bank received notice of the stop payment order and no later than the close of the next Banking Day.

**Wire Transfer of Funds:** The Bank may make a wire transfer of funds on behalf of the Customer upon instructions received electronically from the Online Banking Manager or a User. Wire transfer instructions received prior to the Bank's cutoff deadline of 3:00 p.m. EST on a Banking Day will be processed the same day. Otherwise, the Bank may treat the instructions as received on the next Banking Day. In the event a wire transfer is rejected and returned, the Bank shall have no obligation to retransmit the wire if the Bank originally executed the transfer according to the instructions received. In this event, the Customer shall be notified and it shall be the responsibility of the Customer to remake the instruction.

**ACH Origination to Third Parties:** See separate agreement.

**Bill Pay:** Bill payment services are offered by the Bank to the Customer through CheckFree Services Corporation. The Customer must agree to the Privacy Policy and Terms and Conditions set forth by CheckFree Services Corporation. See Separate Terms and Conditions.

This Service Addendum to perform Positive Pay Services is made between Customer and Bank and, together with the other provisions of this Agreement, forms the Agreement between the parties with respect to the Services defined below. Capitalized terms used and not defined in this Service Addendum have the meanings assigned elsewhere in the Agreement.

**POSITIVE PAY:** With this Service, Customer can identify exception items, access electronic images of exception items, or if necessary request photocopies, and instruct Bank whether to pay or return those items. Before using this Service, Customer must be enrolled in Freedom Direct. Persons authorized by Customer to perform certain duties in connection with Freedom Direct shall be deemed authorized persons for the Service. Bank may rely on instructions from any person identifying himself or herself as a person so authorized by Customer.

The Positive Pay file must be uploaded or manually input to our system before disbursing checks.

(d) Positive Pay verifies your Positive Pay file against checks being presented to Bank for payment. Any item presented to Bank for payment that does not match the Positive Pay file will be an exception or violation.

The following sets forth the description of an exception or violation:

- a. Items presented for payment through Bank's in-clearings (deposited items) not matching your issue file will be exceptions. You will have an option within Positive Pay to work with your exceptions as they arise. It is your responsibility to work your Positive Pay exceptions daily between the hours of 8:00am (ET) and 11:00 am (ET).
- b. Items presented to Bank for immediate payment (cashing a check at the bank) not matching your issue



file will be a violation. From time to time a Bank Representative may contact you by phone for instruction on a Positive Pay violation. In the event the Bank cannot contact an authorized contact person for instruction on a Positive Pay violation, Bank will return or refuse to pay the item.

(f) Upon request, the Bank will provide Customer photocopies of electronic images of exception items when necessary.

(h) If an exception is due to a MICR encoding error (e.g. written dollar amount differs from MICR encoded amount), Customer will contact Bank's Operations Department and report such by the prescribed deadline (currently 11:00 am ET) for correction and resolution of the encoding error.

**Mobile Banking:** Bank offers Business Customers mobile access to their accounts over the Mobile App. The Mobile App must be downloaded to the device via Google Store or App Store. Enrollment requires already established user credentials set forth by Bank and Customer must accept Business Banking Mobile Terms and Conditions. Customer must notify Bank prior to gaining access via Mobile App.

## Exhibit B – Security Procedures

These Security Procedures supplement the Internet Banking Agreement that will help mitigate the risk of unauthorized access and fraud.

**As part of our continued effort to improve online banking safety, Freedom Bank offers “free” of charge Trusteer Rapport. Trusteer Rapport is lightweight security software that helps block, detect and removes malware on your computer and secures your communication with our online banking website. It is highly recommended when you login to your online banking you download this software as corporate accounts are especially sensitive targets for fraudsters. Please note Trusteer Rapport is not a replacement for Anti-Virus software. It should be used in junction with your Anti-Virus software.**

The client should allow one designated machine in the office for doing strictly business banking transactions. This machine should have restrictions in place to limit internet activity.

- The machine should be physically secured
- The machine should be behind a physical firewall
- All Security Patches MUST BE UP TO DATE
- Anti-Virus software should be installed and definitions MUST BE UP TO DATE

Each business online user who transmits Wires or ACH Transfers will be issued a token to access Wire and/or ACH Transfer Templates. The user will be prompted to enter a “One Time Passcode” upon submitting a Wire or ACH Transfer. The “One Time Passcode” is generated by use of the token. One Time Passcodes expire in 30 seconds.

Free Form Wire Transfer Templates, requires two individuals to process the transaction from two separate PC's (one individual to enter the transaction and a second individual to approve the transaction).

Close all other applications and browser windows before initiating business online banking. Verify the use of a secure session (<https://> and not “http://”), and avoid saving passwords to a computer.

Do not share tokens, passcodes or passwords.

Monitor accounts frequently, and monitor and reconcile accounts daily as a best practice; immediately review wire, ACH or other commercial account transactions.

Educate all personnel on good cyber security practices, clearing the internet browser before visiting the financial institutions website, and how to avoid having malware installed on a computer.

Never leave a computer unattended when using business online banking and always lock your computer when you have logged off.

Change, revise and revisit those employees who high access levels for user approval, access rights and notify the bank of any employee deletions or additions.

Never access your financial institutions website for online banking from a public computer at a hotel/motel, library or public wireless access point (Wi-Fi).

Understand and carefully control the authorized users and permissions granted to any of your employees who are approved for online banking us and are issued User IDs, tokens and PINs.

Immediately report any suspicious activity in your accounts to Freedom Bank personnel; there is a limited recovery window and a rapid response may prevent additional losses.

Be suspicious of e-mails purporting to be from other financial institutions, federal, state or local government departments or agencies, or taxing authorities that request account information, account verification or banking access credentials such as User IDs, passwords, PIN codes and similar information. Opening attachments, or clicking on links in such suspicious e-mails, can also expose your computer to malicious code or malware that will be installed on your computer.

Banks online banking website is only scheduled for downtime for regular maintenance at certain times late in the evening/early morning, and never during prime business hours. If you log into banking and receive a message such as “please wait for website update, which will take approximately 15-20 minutes,” immediately contact Bank personnel to determine if it is a legitimate delay in online banking services caused by the Bank.

#### Know about and understand Corporate Account Takeover

- Corporate Account Takeover is an involving electronic crime typically involving the exploitation of businesses of all sizes, especially those with limited to no computer safeguards and minimal or no disbursement controls for use with their bank's online business banking system.
- These businesses are vulnerable to theft when cyber thieves gain access to its computer system to steal confidential banking information in order to impersonate the business and send unauthorized wire and ACH transactions to accounts controlled by the thieves.
- Losses from this form of cyber-crime range from tens of thousands to the millions with the majority of these thefts not fully recovered. These thefts have affected both large and small banks.
- This type of cyber-crime is a technology advanced form of electronic theft. Malicious software, which is available over the Internet, automates many elements of the crime including circumventing one time passwords, authentication tokens, and other forms of multi-factor authentication.
- Customer awareness of online threats and education about common account takeover methods are helpful measures to protect against these threats. However, due to the dependence of banks on sound computer and disbursement controls of its customers, there is not single measure to stop these thefts entirely.
- Multiple controls or a "layered security" approach is required.

If you suspect someone is attempting to gain access, or has already gained access, to your online banking information, immediately stop using any computers that may be affected and contact Freedom Bank at 703-242-5300 to request help in preventing further loss and to aid in the possible recovery of funds fraudulently transferred.

**Terms and Conditions**

**Exhibit C - Updates and Deadlines/Processing Fees**

**Information Updates**

**Transaction Deadlines**

Internal Account Transfers:	6:00 p.m. EST
External Account Transfers:	4:00 p.m. EST
Stop Payments:	6:00 p.m. EST
Domestic Wire Transfers:	3:00 p.m. EST

**Fee Schedule**

Account Inquiry	FREE
Internal Transfers	FREE
ACH Transfers	FREE
*Outgoing Wires:	\$25.00 per wire
*Stop Payment Fee:	\$15.00 per request
*EFT Charge Back	\$7.00 per item

\*Commercial accounts on account analysis, the fees for (\*) services will be charged through analysis. If a Customer's monthly analysis credits are insufficient to cover this expense, the Customer's Account will be charged for the shortfall. If a Customer is not on account analysis, the fees for this service will be charged directly to the Customer's account.