

Face-to-Face with Freedom

User Agreement

March 3, 2021

- Description of Service.** *Face-to-Face with Freedom* (F2F) Video Banking is offered as a convenience by Freedom Credit Union (Freedom). It is a supplemental service to our digital services and is not intended to replace access to digital services from your personal computer or other methods you use for managing your accounts and services with us. F2F allows you to access your Freedom account information, make payments to payees, transfer funds, open new share and loan accounts, and conduct other banking transactions. Freedom will make reasonable efforts to provide F2F during business hours, but availability of this service is not guaranteed. F2F schedule and availability may be changed from time to time at Freedom's sole discretion. Information about Freedom's F2F service is available on our website at <https://www.freedomcu.com>.
- User Conduct.** You agree not to use F2F or the content or information delivered through F2F in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of F2F to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable, including but not limited to, being indecent, obscene, lewd or lascivious; (h) interfere with or disrupt computer networks connected to F2F; (i) interfere with or disrupt the use of F2F by any other user; or (j) use F2F in such a manner as to gain unauthorized entry or access to the computer systems of others. F2F shall not be used while operating a motor vehicle or other machinery.
- No Commercial Use or Re-Sale.** You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of F2F or resell, lease, rent or distribute access to F2F.
- Authorization.** By accessing F2F you are agreeing to allow the process to utilize video conferencing and other video streaming technology to interact with Freedom personnel. Your

likeness will be projected to Freedom and you agree to the use of your image during this transaction. The transaction shall be confidential. Any use of the F2F system is subject to being monitored or recorded and your use of the F2F system is your authorization for such monitoring or recording.

5. **Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Freedom, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of F2F while operating a motor vehicle or other machinery.
6. **Account Ownership/Accurate Information.** You represent that you are the legal owner of the Accounts and other financial information which may be accessed via F2F. You represent and agree that all information you provide to us in connection with F2F is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using F2F. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access F2F.
7. **User Security.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using F2F. You agree not to leave your Device unattended while logged into F2F and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access F2F, you are responsible for any transactions they authorize, and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.