

## E-Branch Banking

*Please read this information carefully and print a copy and/or retain this information electronically for your records.*

**BY SELECTING THE "I AGREE" BOX BELOW, USING E-BRANCH BANKING ACCOUNT ACCESS AT CENTRAL CREDIT UNION OF FLORIDA, OR AUTHORIZING ANY OTHER PERSON TO USE E-BRANCH BANKING ACCOUNT ACCESS AT CENTRAL CREDIT UNION OF FLORIDA, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF EACH OF THE ACCOUNT ACCESS AGREEMENT, REMOTE DEPOSIT AGREEMENT, ELECTRONIC RECORDS CONSENT AGREEMENT, AND eALERT CONSENT AGREEMENT BELOW.**

### Account Access Agreement

#### Introduction

This Agreement for accessing your Central Credit Union of Florida accounts via E-Branch Banking Account Access explains the terms and conditions governing online services such as account access, banking transactions, and other financial services offered through E-Branch Banking Account Access. Certain online services and features offered through E-Branch Banking Account Access may be subject to separate agreements. In the event of a conflict between the terms and conditions of this Agreement and those of any such other agreement with respect to a particular service or feature, the terms and conditions of such other agreement shall apply to the extent of the conflict.

This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent there is no applicable federal law or regulation, by the laws of the State of Florida. Each person who uses E-Branch Banking Account Access or authorizes another person to use E-Branch Banking Account Access agrees to the following E-Branch Banking Account Access Agreement. The first time you access your accounts through E-Branch Banking Account Access confirms your agreement to be bound by all the terms and conditions of this Agreement and acknowledges your receipt and understanding of this disclosure. In addition to this Agreement, you agree to be bound by and will comply with the requirements of the applicable Account Disclosures (given to you upon opening of your Account), Central Credit Union of Florida's policies, and the rules and regulations of any funds transfer system to which the Credit Union belongs.

#### Benefits of Using E-Branch Banking Account Access

Through E-Branch Banking Account Access, you can access your accounts from your home or office on your personal computer. You can use E-Branch Banking Account Access to:

- View account balances and transaction history.
- Transfer money between accounts. (Restrictions may apply according to Regulations affecting share type accounts.)
- Transfer money to pay your loans or VISA.
- Inquire about your Account/Loan history.
- Withdraw from your Share/Checking accounts.
- Access Bill Payer.
- Enroll in E-Statements.
- Set up and manage eAlerts.
- Remotely deposit checks (if permitted).
- Apply for a loan.
- Verify check clearing and view paid checks.
- Send a message to Credit Union.
- Change your password.

#### Definitions

In the following Agreement and Electronic Funds Transfer Disclosure:

- The singular includes the plural;
- "E-Branch Banking Account Access" means personal computer home banking service;
- "Credit Union", "we", "us" and "our" means Central Credit Union of Florida;
- "You" and "Your" means each person who uses or authorizes use of E-Branch Banking Account Access;
- "Account" means any and all deposit and share account(s) owned by any of you;

- "Line of Credit" means any and all lines of credit or Flexible Loans issued by Credit Union to any of you;
- "Loan" means any and all loans extended by Credit Union to any of you; and
- "PIN or Access Code" means your E-Branch Banking personal identification number.

## **Accessing Your Account**

To access your Account, Line of Credit or Loan using E-Branch Banking Account Access, you must use your PIN. If you have a PIN for MTS (Magical Telephone System) audio response system, your MTS PIN will be your initial E-Branch Banking Account Access Code. If you don't have an MTS PIN, you will be assigned an E-Branch Banking Account Access Code by Credit Union. You may change your E-Branch Banking Account Access Code any time; and you may be required, from time to time, to change your E-Branch Banking Account Access Code.

The Credit Union uses strong authentication for access to E-Branch Banking Account Access. Upon initial access, you will be required to provide certain information which you should remember for future use. You may, from time to time, be required to authenticate your privilege to access E-Branch Banking Account Access by validating the information you disclosed in your initial E-Branch Banking Account Access logon.

## **Transactions Available through E-Branch Banking Account Access**

### ***Inquire and Transfer to/from:***

- Regular Share/Savings
- Club Accounts
- Fresh Start/Regular/Business/Grand Central/Future Leaders Checking
- Pioneer Checking
- Money Market

### ***Inquire, Make Payments and Advances:***

- Line of Credit or Flexible Loan

### ***Inquire and Make Payments:***

- VISA
- Vehicle Loans
- Mortgage Loans
- All Other Loans

### ***Inquire Only:***

- CDs
- IRAs

## **Fees**

There are no monthly or transaction fees imposed by Central Credit Union of Florida for accessing your Account(s) or Loan(s) through E-Branch Banking Account Access.

## **Hours of Accessibility**

You can access your Account(s) or Loan(s) through E-Branch Banking Account Access seven days a week, 24 hours a day. However, at certain times, some or all of E-Branch Banking Account Access may not be available due to maintenance of our system. During these times, you may visit any Central Credit Union branch office or ATM to conduct your transactions. Transactions initiated through E-Branch Banking Account Access will be posted the same day. Our business days are Monday through Friday, except federal holidays, Christmas eve, the day after Thanksgiving, and other days announced in advance from time to time.

## **Cookies**

A "cookie" is a small file containing certain pieces of information that a web site creates when you visit the site. "Cookies" help track user traffic patterns and can store that information about you. You can set your web browser to tell you when a "cookie" is set or to prevent a "cookie" from being set. Some sites collect additional information in their

"cookie" files by asking customers to voluntarily provide information such as when registering before entering a site. You can access our web site at any time without accepting a "cookie". However, the use of a "cookie" is required as a safety precaution for the use of the Internet banking session and your refusal of a cookie will deny you access to the Internet banking session. We use a cookie as an identifier, or an extra bit of security. When a member logs on, we assign cookies to the member's hard drive. When the member clicks the "End Session" link to log off E-Branch Banking, all cookies are automatically removed from the member's hard drive. This means that any third party that attempts to access the cookies directly from the member's hard drive will not be able to find them. "Cookies" collected by us do not read data off your hard drive and do not read "cookie" files created by another web site.

### **Your PIN (Access Code)**

You will hold your PIN in strict confidence. You will notify Credit Union immediately of loss or theft of the PIN. If Credit Union receives such notice, Credit Union, may, in its discretion, freeze your Account, Line of Credit or Loan to prevent further electronic access. Credit Union may, at its discretion, reissue and reactivate a new PIN for your use.

Delivering the PIN to another person constitutes authorization of that person to conduct any E-Branch Banking Account Access transaction or inquiry on your Account, Line of Credit and/or Loan using E-Branch Banking Account Access. You shall be liable for all authorized E-Branch Banking Account Access transactions.

Authorized use of the PIN for any E-Branch Banking Account Access transaction is an order by you for that transaction on your Account, Line of Credit and/or Loan. Transactions will be posted to the Account, Line of Credit and/or Loan immediately.

E-Branch Banking Account Access and PIN are property of Credit Union which may, without liability to you or advance notice (except as required by applicable law), revoke or limit any or all uses of the PIN and/or E-Branch Banking Account Access. You may not use the PIN or E-Branch Banking Account Access after Credit Union revokes the PIN or your use of E-Branch Banking Account Access.

You may terminate your PIN or your use of E-Branch Banking Account Access by mailing or delivering written notice to Credit Union. However, your notice will be ineffective until Credit Union receives your notice and has a reasonable opportunity to act upon it. In any event, your notice will not be binding on the Credit Union before midnight of the Credit Union business day following the receipt of such notice by Credit Union.

### **Terms and Conditions**

Except as inconsistent with this Agreement, use of E-Branch Banking Account Access is subject to the terms and conditions of your Account agreements, Line of Credit agreements and Loan agreements as amended by Credit Union from time to time, which are incorporated by reference herein. Changes in the terms and conditions of your Account agreements, Line of Credit agreements and Loan agreements may affect the use of E-Branch Banking Account Access.

This Agreement may be amended by Credit Union at any time in its discretion. You will receive notice of amendments as required by applicable law without restatement of the terms herein.

You agree to pay all charges to your Account, Line of Credit and/or Loans made by you and any person authorized by you to use the PIN. You agree to pay any fees and charges assessed against your Account, Line of Credit and/or Loan under the terms of this Agreement, the Fee Schedule (given to you upon opening of your Account) and any other agreement with Credit Union. If you do not pay any amounts owing to Credit Union, Credit Union in its sole discretion, may add any amount owing to Credit Union to the balance of any Loan or Line of Credit you have with Credit Union.

You agree to indemnify Credit Union for any amounts, including but not limited to expenses, court costs and attorney fees, incurred by Credit Union in the event of an overdraft or your failure to perform according to the provisions of this Agreement. You agree to hold Credit Union harmless for any failure of the E-Branch Banking Account Access system due to electronic, mechanical or similar problems beyond the control of the Credit Union.

To be effective, any waiver or modification of any term or condition stated in this Agreement must be in writing and signed by an authorized officer of the Credit Union and shall not be considered as a waiver of any future or other obligation or right.

In the event that any paragraph of this Agreement or portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs or portions of the Agreement shall not be invalid or unenforceable and will continue in full force and effect.

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Florida and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be within the jurisdiction of the court of the county in which Credit Union's principal place of doing business is located.

If legal action is necessary to enforce this Agreement or collect any amounts owing to Credit Union or fees or charges assessed under this Agreement, Credit Union has the right, subject to applicable law, to payment by you of all attorney's judgment actions. You agree that such legal action may be filed and heard in the county and state in which Credit Union's principal place of doing business is located, if allowed by applicable law.

### **Remote Deposit Agreement**

Central Credit Union of Florida may, in its sole discretion, permit you to access and use its Remote Deposit Service (the "Service") to make deposits to your Account. In the event you are permitted to use the Service, this Remote Deposit Agreement ("RDA") governs your use of the Service. By enrolling to use the Service, or using the Service, you agree to be bound by the terms and conditions contained in this RDA.

Please read this RDA carefully and keep it for future reference. In addition to this RDA, your Account is also governed by our *Membership and Account Agreement*, our *Electronic Funds Transfer Agreement and Disclosure*, and our *Fee Schedule* (together, the "Deposit Agreement"). However, in the event of a conflict, the terms and conditions of this RDA shall supersede the terms and conditions of the Deposit Agreement with respect to the deposits made through the Service. Deposits made through other channels continue to be governed by the Deposit Agreement.

### **Definitions**

"You" and "your" means a person who has applied for or uses the Service.

"Credit Union," "we," "us" and "our" mean Central Credit Union of Florida and its successors or assigns.

"Account" means your deposit account with us to which you are authorized to make a deposit using a Remote Device.

"Application" means a delivery channel for various services, information, and other functions that can be added to a Remote Device.

"Application Agreement" means the agreement governing the use of the Application you must download to your Remote Device in order to use the Service.

"Check 21" means the Check Clearing for the 21st Century Act.

"Image" means the electronic image of the front and back of an Item, in addition to other required information, as specified by us, in the format we specify.

"Image Replacement Document" or "IRD" means a substitute check, as defined in Check 21.

An "Item" is an original: check, cashier's check, official check, U.S. Treasury check, or any other payment instrument, drawn on a financial institution within the United States and payable in U.S. currency that is payable to you. Items are deemed to be "items" under the Uniform Commercial Code and "checks" under The Expedited Funds Availability Act and Regulation CC.

"Remote Device" means any device acceptable to us from time to time that provides for the capture of images from Items and for transmission through the clearing process. Supported devices are subject to change without prior notice to you.

## **1. Remote Capture Service.**

Pursuant to the terms of this RDA, you may use the Service to deposit Items to your Account by creating an Image of the Item using a Remote Device, and transmitting that Image to us for deposit. You may transmit Images to us only from a Remote Device located in the United States.

You agree to endorse any item transmitted through the Service with your signature and adding the restrictive endorsement "For Mobile Deposit Only, Central Credit Union of Florida account #\_\_\_\_\_, Date" or as otherwise instructed by us, prior to transmission of the Item. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time. You agree Credit Union may, in its sole discretion and without prior notice to you, reject Items not endorsed as set forth herein or as otherwise established by us from time to time.

## **2. Hardware and Software Requirements.**

You agree to transmit an Image to us using only a Remote Device authorized by us for your use to transmit Images. We may, but are not required to, reject Images that you transmit to us with an unapproved Remote Device or by other means to which we have not given our consent.

You are responsible for the security of the Remote Device and for allowing its use only by individuals authorized by you. You agree to implement and maintain specific internal security controls to protect the Remote Device and customer information. We may require that you implement and maintain additional specific controls, and we may notify you of those controls and amend them from time to time.

You are responsible for all costs of using the Service and operating the Remote Device, including, but not limited to, telephone and internet service charges.

You are responsible for maintaining the system's capacity and connectivity required for use of the Service.

## **3. Image Quality.**

You are responsible for the image quality of any Image that you transmit. If an Image that we receive from you or for deposit to your Account is not of sufficient quality to satisfy our image quality standards as we may establish them from time to time, we may reject the Image without prior notice to you.

Each Image must include the front and back of the Item and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and any endorsement or other information written on the check.

## **4. Processing Images.**

You authorize us to process any Image that you send us or convert an Image to an Image Replacement Document. You authorize us and any other bank to which an Image is sent to handle the Image or IRD.

## **5. Limits.**

We may establish limits on the dollar amount and/or number of Items or deposits permitted to be deposited by you through use of the Service from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of the established limits, such deposit will still be subject to the terms of this RDA, and we will not be obligated to allow such a deposit at other times.

## **6. Deposit of other items; deposits when Service not available.**

You agree that you will not use the Service to deposit anything not meeting the definition of an Item. If you use the Service to transmit anything that is not an Item, or if for any reason we are not able to recognize something transmitted as an Item, we may reject it without prior notice to you. You agree to make those deposits through other channels that we offer, such as at a Credit Union branch, ATM, or mail. You further agree to use such other channels when the Service may not be available.

## **7. Returned Items.**

You are solely responsible for any Item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account or any other account in your name. You acknowledge that all credits received for deposits made through the Service are provisional, subject to verification and final settlement. Any Item that we return to you will be returned in the form of an Image or an IRD.

## **8. Handling of Transmitted Items.**

You agree not to allow an Item to be deposited or presented for payment more than once to the extent that it could result in the payment of the Item more than once. You will not allow the transmission of an Image of an Item that has already been presented to us or to any bank by any other means. You will not allow transmission of an Image of an Item that has already been transmitted through the Service. If an Image of an Item has been transmitted to us or to any other bank, you will not allow the Item to be subsequently presented by any other means. If any Item is presented or deposited more than once, whether by Image or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you.

For any Image which you have transmitted, you shall be responsible for preventing the transmission of another Image of the Item or presentation of the Item by any other means. You agree to retain the Item for at least 60 calendar days from the date of the Image transmission and thereafter destroy any Item of which you have transmitted an Image.

## **9. Cooperation with Investigations.**

You agree to cooperate with us in the review or investigation of any transactions, poor quality transmissions or claims, including, without limitation, by providing, promptly upon request and without further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.

## **10. Payment Processing.**

### **a. Item Processing**

At our sole discretion, we may process the Images you send to us electronically through other financial institutions, or we may create Image Replacement Documents that will be processed through traditional check processing methods. If you send us Images that are incomplete, that fail to satisfy our image quality requirements, or otherwise do not allow us to meet the requirements of Check 21 or any image exchange agreement that would cover our further electronic transmission of Images that you send us, or we are otherwise unable to process Images that you send us, we may charge the Images back to your Account. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which we are a party.

### **b. Receipt of Items**

We reserve the right to reject any Image or Item transmitted through the Service, at our discretion, without liability to you. We are not responsible for Images we do not receive or for Images that are dropped during transmission. You shall be responsible for verifying our receipt of an Image or Item transmitted through the Service by verifying that deposits have been posted to the appropriate Accounts. If we send you a confirmation that we have received an Image or Item and accepted your deposit, the confirmation does not mean that the transmission was complete or error free.

### **c. Funds Availability**

If an Image you transmit through the Service is received and accepted before 4:30 p.m. Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. You agree, however, that Items transmitted through the Service are not subject to the funds availability requirements set forth in the Credit Union's "Funds Availability Policy Disclosure" or Regulation CC of the Federal Reserve Board. Nevertheless, we will generally make the first \$200 of a day's total deposits available on the day of your deposit and the remainder available by the second (2<sup>nd</sup>) business day after the day of your deposit. We reserve the right to delay availability up to 60 days from the date we receive payment for Items transmitted through the Service.

#### **d. Errors**

You agree to notify us of any suspected errors regarding Items deposited through the Service as soon as possible, and in no event later than 60 days after the applicable Credit Union account statement is sent to you. Unless you notify us within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

#### **11. Fees.**

You are responsible for paying the fees for use of the Service as the Credit Union may change them from time to time. The Credit Union may change the fees for use of the Service at any time pursuant to the section titled "Amendment" below. You authorize the Credit Union to deduct any such fees from any account in your name.

#### **12. Representations and Warranties**

You make the following representations and warranties to us:

- a. You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.
- b. You will use the Service to transmit and deposit Images of Items only.
- c. You will transmit only Images of Items acceptable for deposit through the Service and will handle Items as agreed herein.
- d. You are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item.
- e. Items submitted for deposit through use of the Service are valid Items and you will reimburse and indemnify the Credit Union for all loss, damage, and expenses, including reasonable attorney's fees, incurred in defending any allegation that such Items are invalid or fraudulent.
- f. Items have not been altered.
- g. Each Item bears all required and authorized endorsements.
- h. Each Item has been endorsed as "For Mobile Deposit Only, Central Credit Union of Florida account # \_\_\_\_\_, Date".
- i. All of the warranties set forth in Section 4-207 of the Uniform Commercial Code.
- j. All Images accurately and legibly represent all of the information on the front and back of the Item.
- k. You will not use the Service to transmit or deposit any Item, (i) payable to any person or entity other than you, (ii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (iii) that is a substitute check or image replacement document, (iv) that is drawn on an institution located outside of the United States, (v) that is not payable in United States currency, (vi) that is dated more than 6 months prior to the date of deposit, or (vii) that is created by you purportedly on behalf of the maker, such as a remotely created check.
- l. No depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check or the original check such that that person will be asked to make a payment based on a check that it already has paid.
- m. You will use the Service in the manner required by this RDA.
- n. You understand that acceptance of the Application Agreement is required for use of the Service.
- o. You, if acting on behalf of a small business entity, are fully authorized to execute this RDA.
- p. You are not engaged in any business that would result in your being or becoming a "money service business" as defined in the Federal Bank Secrecy Act and its implementing regulations.
- q. All information you provide to us is accurate and true.

You shall be deemed to have repeated each of the foregoing representations and warranties each time you transmit an Image through use of the Service.

### **13. Indemnification and Limitations on Liability.**

In addition to the indemnifications and limitations on liability contained in the Deposit Agreement, you hereby indemnify and hold harmless Credit Union and each of its directors, officers, employees, agents, successors, and assigns ("Indemnitees") from and against all liability, loss, and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitee in any way relating to or arising out of (a) the Service, (b) any Image, Item or IRD, (c) any failure by you to comply with the terms of this RDA or breach by you of any representation or warranty contained herein, (d) any failure by you to comply with applicable laws and regulations, or (e) any acts or omissions of you or any third party. This paragraph shall survive the termination of this RDA for any reason.

YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY SET FORTH IN THIS RDA, WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, OR (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. FURTHER, WE MAKE NO WARRANTY THAT (i) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (ii) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CENTRAL CREDIT UNION OF FLORIDA HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, YOU AGREE FURTHER THE CREDIT UNION SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN THOSE CAUSED SOLELY AND DIRECTLY BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ITS LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF YOUR ACTUAL DAMAGES OR THE TOTAL IN FEES YOU PAID FOR THE USE OF THE SERVICE DURING THE SIX MONTH PERIOD PRIOR TO THE SUPPOSED ACT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

### **14. Intellectual Property**

This RDA does not transfer to you any ownership or proprietary rights in the Service, the Remote Device or any associated software or any part thereof. We or our agents retain all intellectual property rights, title and interest in and to the Service, Remote Device and any associated software.

Neither you nor any user you authorize will (a) sell, lease, distribute, license or sublicense the Service; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Service or any part of it in any way for any reason; (c) provide, disclose, divulge or make available to or permit use of the Service by any third party; (d) copy or reproduce all or any part of the Service; or (e) interfere, or attempt to interfere, with the Service in any way.

### **15. Termination**

We may terminate or suspend the Service, or your use of the Service, immediately and at any time with or without notice to you. You may terminate your use of the Service at any time by giving notice to us. Your notice will not be effective until we receive your notice of termination and we have had a reasonable time within which to act upon it. Notwithstanding termination, any Image transmitted through the Service shall be subject to this RDA. You agree that, in addition to any other rights we may have with respect to your Accounts, we may hold and use funds in any Account following termination of the Service for such time as we reasonably determine that any Item processed by us prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which we may be responsible.



## **16. Force Majeure**

We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our control. Also, we may cause the Service to be temporarily unavailable to you, with or without prior notice, for site maintenance, security or other reasons. In the event of any of the foregoing failure or delays, you acknowledge you may instead deposit directly with the Credit Union any original Items for processing and presentment provided such original Items have not been previously imaged and processed through the Service.

## **17. Use of Your Geolocation**

We reserve the right, at our sole discretion, to obtain your geolocation through your Remote Device and use such location information for fraud prevention and other purposes. We may choose to capture either your current location or the last location stored on your Remote Device. You consent to our obtaining and use of your location. Before we obtain your location, we will present you with an on-screen notice alerting you that we will capture your location. If, when presented with this location consent notice, you do not consent to our obtaining and using your location information, you should immediately discontinue your use of the Service.

## **18. Amendment**

We may change this RDA at any time. We may add new terms and conditions and we may delete or amend existing terms and conditions. We generally will send you advance notice of the change. If a change is favorable to you, however, we may make the change at any time without advance notice. If you do not agree with the change you may discontinue using the Service. However, if you continue to use the Service, your continued use shall be deemed your acceptance of and agreement to the change.

## **19. Severability**

Any provision of this RDA that is unenforceable shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this RDA. If performance of the Service would result in violation of any law, regulation, or governmental policy, this RDA shall be deemed amended to the extent necessary to comply therewith.

## **20. Entire Agreement**

This RDA, the Deposit Agreement, and the Application Agreement contain the entire agreement between the parties relating to the subject matter addressed herein, and supersede any prior or contemporaneous understandings or agreements, whether oral or written, between the parties regarding the subject matter contained herein.

## **21. Headings**

The headings preceding the text of the sections and subsections of this RDA are used solely for convenience of reference and shall not affect the meaning, construction or effect of this RDA.

## **22. Assignment**

This RDA shall not be assigned or delegated by you without the prior written consent of Credit Union.

## **23. Governing Law**

This RDA, and your rights and our obligations under this RDA, are governed by and interpreted according to the laws of the State of Florida and of the United States. In the event of any dispute arising out of or related to the terms of this RDA, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and collection expenses in addition to any other recovery. You and we agree any legal action related to this RDA shall be filed and heard in Escambia County, Florida, except as prohibited by applicable law.

## Electronic Records Consent Agreement

### E-Statement Access

To begin receiving E-Statements and other electronic records, you must log on to Credit Union's E-Branch Banking site via the Internet, use your E-Branch Banking Account Access Code to access your account, click the History tab, select the "E-Statement Preferences" button and choose the option to enable E-Statements. By choosing the option to enable E-Statements, you specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as "electronic record(s)"). You understand that electronic records may include information about you and your account, including, but not limited to, your name, address, account numbers, check numbers and balance information. We reserve the right to send any or all records to you in paper form to your current postal mailing address in our file.

By accessing your on-line periodic statements you will be able to view your periodic account and transaction activity for your deposit and loan accounts (including credit card statement activity), electronic funds transfer transactions, periodic notice of billing error rights under federal Regulations Z and E, and Credit Union newsletters and/or statement stuffers, which may contain important legal notices that affect you.

E-Branch Banking Account Access is generally available 24 hours a day, seven days a week; however, service may be unavailable from time to time for routine software and hardware maintenance or due to unscheduled down time.

### Equipment and Software Requirements

You must have access to a computer with Netscape Navigator 7.2, Firefox 5, Microsoft Internet Explorer 6.0 with Service Pack 2 or greater. MAC users must have Netscape Navigator 7.2. You must have a compatible printer if you want to print your statement. We do not recommend using America Online and cannot guarantee proper operation while using the E-Branch Banking service. We also recommend using a monitor resolution set at 800x600 or higher. Adobe Acrobat Reader is required to access E-Statements as well as supporting documents or promotional materials. By enabling E-Statements, you represent that you have the necessary equipment and software and that you can download, access, read, review, print and store the electronic records we provide you.

If there is a change in the hardware/software requirements associated with this service, we will notify you and provide an explanation of the updated hardware/software requirements. It is your sole responsibility to ensure your personal computer and related equipment are compatible with and capable of operating in a manner that allows you to utilize the electronic records service. If you cannot meet the requirements for any reason, you have the right to withdraw your consent at that time at no cost to you. Withdrawing your consent will terminate your electronic records, including E-Statement, service.

### Right to Receive Paper Statements

Once you enroll in this voluntary program, your paper periodic statements and other disclosures and records will no longer be sent to you. Although you have elected electronic delivery, you do have a right to receive a paper copy of your electronic records if applicable law requires us to provide such documentation. To request a paper copy of your periodic statement or other disclosure or record, you may:

Telephone us at (850) 474-0970 or (800) 375-2235  
or write to: Central Credit Union of Florida  
Attn: Member Services  
P.O. Box 17048  
Pensacola, FL 32522

The list of fees applicable to your account(s), provided elsewhere, may specify additional fees that we may charge for requests to receive an account statement or other documents in paper form.

## **Electronic "Signature" Agreement and Security**

You agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide the Credit Union instructions while participating in our electronic records program ("Program"); or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions, constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union. You agree and acknowledge that you will keep your PIN and other security codes and identification data confidential, and you will immediately notify the Credit Union should you believe that your PIN has been lost, stolen, or that an unauthorized person has electronically accessed your accounts.

## **E-Mail Address Required – Notification of Statement Availability**

Your e-mail address is required to participate in our electronic records delivery program. We may provide you any or all electronic records at your last e-mail address of record or we may post any or all electronic records at our website ([www.ccufl.org](http://www.ccufl.org)). If we post electronic records on our website, we will send a message to your e-mail address alerting you of the posting of such records and disclosing the affected account(s). If we post electronic records on our website, the electronic records will remain available for at least ninety (90) days. If we send your e-mail notification and it is returned to us as undeliverable, you will still be able to access your statement or other record from our web site and should do so until we can start sending your paper statements and other records again or advise us that you are unable to access the statement or record. However, your participation in the program will be discontinued and subsequent statements and records will be distributed to you in paper form.

## **Your Right to Withdraw Consent**

You have the right to withdraw your consent to receive electronic records at any time. If you elect to withdraw your consent, there is currently no cost to you and your participation in the Program will be terminated.

To withdraw your consent you must select the E-statement Preferences button and choose the option to set E-Statements to "not enabled".

If you withdraw your consent by the fifth (5) business day prior to the end of the statement cycle, your current (monthly/quarterly) periodic statement will be distributed to you in paper form. If it is not received within the above-mentioned time frame, your current (monthly/quarterly) periodic statement will be distributed to you in electronic form and subsequent statements will be distributed to you in paper form.

## **Contractual Agreements/Modification**

This electronic consent supplements and modifies other agreements that you may have with the Credit Union. To the extent that this consent and another agreement contain conflicting provisions, this consent will govern the delivery of electronic disclosures and statements, but all other contractual obligations of the parties remain subject to the terms of any other agreements. For example, you will still be required to review any account statements you receive and notify the Credit Union within established time periods if there are any errors on your statement.

## **Authorization Consent**

By agreeing to the terms and conditions of this consent, you represent that you are authorized to enter into this consent for all persons who own or are authorized to access any of your accounts, and that such persons will be bound by the terms of this consent.

## **E-Mail Communications**

You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim, or damages arising or in any way related to our response(s) to any e-mail or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to any e-mail at either

the address provided with the communication, the e-mail address on your Membership Account Card, or any other application or written communication actually received by us.

Although we have no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is at the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

### **Exclusion of Warranties**

**CREDIT UNION IS PROVIDING ELECTRONIC RECORDS "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE. CREDIT UNION DOES NOT WARRANT THAT ELECTRONIC RECORDS ARE ERROR-FREE, OR THAT ACCESS TO AND USE OF ELECTRONIC RECORDS WILL BE UNINTERRUPTED OR ERROR-FREE.**

### **Limitation of Liability**

**IN NO EVENT SHALL CREDIT UNION BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF ELECTRONIC RECORDS, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF CREDIT UNION HAS BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY LIABILITY IS IMPOSED ON CREDIT UNION, CREDIT UNION'S TOTAL LIABILITY TO YOU OR ANY THIRD PARTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR ELECTRONIC RECORDS. THE FOREGOING SHALL CONSTITUTE CREDIT UNION'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY HEREUNDER. Some jurisdictions prohibit exclusion or limitation of liability for implied warranties or consequential or incidental damages, so the above limitation may not apply to you. You may also have other legal rights that vary from jurisdiction to jurisdiction.**

### **Governing Law; Miscellaneous**

This agreement, including the validity of any signatures or consents, any claim, or disputes arising hereunder, shall be construed in accordance with and governed by the Laws of the State of Florida, excluding its choice of law rules. In the event legal action is necessary to enforce this agreement, the prevailing party has the right to payment by the other party of reasonable attorney's fees and costs, including any appeal and post-judgment actions, as applicable. Except as prohibited by applicable law, you and Credit Union agree that such legal action shall be filed and heard in Escambia County, Florida. Any disputes regarding this agreement shall be within the jurisdiction of the courts of Escambia County, Florida. Failure or delay in enforcing any right or provision of this agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this agreement shall be held to be unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions of this agreement will remain in full force and effect.

## **eAlert Consent Agreement**

### **eAlert Access**

By accessing eAlerts, you will be able to receive email notifications of certain transactions or events that occur on your account. Each eAlert can be sent to multiple email or cellular phone addresses within minutes of the actual transaction. To begin receiving eAlerts, log on to Credit Union's E-Branch Banking site via the Internet, use your E-Branch Banking Account Access Code to access your account, and click on the "eAlerts" option.

The eAlert service is generally available 24 hours a day, seven days a week; however, service may be unavailable from time to time for routine software and hardware maintenance or due to unscheduled down time.

## **eAlert Features**

When accessing eAlerts for the first time, you will choose your default settings which include email addresses, cellular phone addresses, notification times, detail level, and nickname. These settings can be changed at any time by accessing e-Branch Banking, selecting eAlerts, then selecting the "Edit" icon. There is no limit to the number of eAlerts that you can sign up for. You can sign up for multiple types of eAlerts as well as sign up multiple times for each type of eAlert. You will only be able to access the eAlerts that correspond with the types of products (e.g., loans and accounts) you have.

You can choose to receive "Specific - Full Detail" eAlerts which consist of the transaction time/date, amount and new balance. You can also have limited information sent by choosing "Moderate - Some Detail" and "Generic - No Detail". Due to message length, you may receive an abbreviated version of a "Moderate" or "Specific" detail level eAlert when sent to a cellular phone.

You have the option of nicknaming your eAlerts. This is a way to identify an account in the eAlerts you receive. If you have the same eAlerts set up on multiple accounts, an account nickname will allow you to know which one triggered an eAlert without logging in to E-Branch Banking immediately. **You may NOT include your account number or user name in the account nickname.**

## **Electronic "Signature" Agreement and Security**

You agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide the Credit Union instructions while participating in our eAlerts Program ("Program"); or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions, constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union. You agree and acknowledge that you will keep your PIN and other security codes and identification data confidential, and you will immediately notify the Credit Union should you believe that your PIN has been lost, stolen, or that an unauthorized person has electronically accessed your accounts.

**Central Credit Union will not send eAlerts whether by cellular phone, text message or email that ask you to provide, update, or confirm sensitive data such as your account number, user name, password, PIN, social security number, ATM/Debit card number, credit card number or expiration date.**

## **E-Mail Address Required**

Your e-mail address or cellular phone email address is required to participate in Credit Union's eAlerts delivery program. If you choose to receive eAlerts via cellular phone, your cellular phone must have an email address [10-digit phone number]@[service provider's gateway]. You may be charged text messaging or email service charges by your cellular service provider and you agree that Credit Union is not responsible for such charges.

We will send you an e-mail notification at your last e-mail address of record at the intervals and for the types of notifications you requested. You agree to accept responsibility for notifying us if your contact information changes. The email addresses or cell phone numbers you specify may be changed at any time by accessing eAlerts in E-Branch Banking. These email addresses and cell phone numbers will not be updated if you submit a change of address on your account.

Text messaging may not be available in some geographical areas due to the unavailability of service by your service provider. Financial software such as Quicken may cause you to receive unexpected access alerts. This service provider may choose to connect to your account per terms of their agreement. Contact the product or service provider for details.

Information disclosed in eAlerts messages is for information purposes only. Account information or data cannot be manipulated or changed via email. You should refrain from relying on the eAlerts system as the primary means of monitoring your Credit Union account. You may use E-Branch Banking or MTS or call (800) 375-2235 or (850) 474-0970 to inquire about the status of your account. You acknowledge that Credit Union may elect not to mail certain types of paper notices such as NSF and Courtesy Pay notices that you may have normally received in the past.

## **Your Right to Withdraw Consent**

You have the right to withdraw your consent to receive eAlerts. If you elect to withdraw your consent there is currently no cost to you and your participation in the Program will be terminated.

To withdraw your consent you must sign into E-Branch Banking, select the eAlerts button, and then choose the option to delete one or all eAlerts that you previously selected. Your request will be effective immediately.

## **Contractual Agreements/Modification**

This electronic consent supplements and modifies other agreements that you may have with the Credit Union. To the extent that this consent and another agreement contain conflicting provisions, this consent will govern the delivery of electronic messages in the form of eAlerts, but all other contractual obligations of the parties remain subject to the terms of any other agreements. Credit Union reserves the right to modify or discontinue the eAlerts service at any time without notice.

## **Authorization Consent**

By agreeing to the terms and conditions of this consent, you represent that you are authorized to enter into this consent for all persons who own or are authorized to access any of your accounts, and that such persons will be bound by the terms of this consent.

## **E-Mail Communications**

Various issues can arise throughout the Internet (ISP outages, cellular phone service outages, incorrectly set up email accounts, spam filters, etc.); therefore, Credit Union does not guarantee delivery of eAlerts. Credit Union may attempt to notify you of problems delivering your eAlerts, however, you acknowledge that Credit Union is not liable for misdirected, returned, or undeliverable messages as a result of the following circumstances including but not limited to: (1) Incorrect or invalid email addresses or cellular phone numbers; (2) Cancelled or inactive email or cellular phone accounts; (3) Lack of Internet or cellular phone service provider; (4) Factors outside Credit Union's control. You should not reply directly to eAlert notifications that you receive.

You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim, or damages arising or in any way related to our response(s) to any e-mail or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to any e-mail at either the address provided with the communication, the e-mail address on your Membership Account Card, or any other application or written communication actually received by us.

Although we have no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is at the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

## **Exclusion of Warranties**

**THE CREDIT UNION PROVIDES THE eALERTS SERVICE "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT UNION DOES NOT WARRANT THAT THE eALERTS SERVICE IS ERROR-FREE OR FREE OF COMPUTER VIRUSES, SPYWARE, POISON PILLS OR OTHER DESTRUCTIVE PROGRAMMING OR CODE. THE CREDIT UNION MAKES NO REPRESENTATION OR WARRANTY THAT IT WILL PROVIDE YOU WITH ANY COMMUNICATION OR NOTICE. YOU AGREE THAT THE CREDIT UNION'S PROVISION OF ANY COMMUNICATION OR NOTICE WILL NOT REPRESENT OR BE CONSTRUED AS THE CREDIT UNION'S AGREEMENT TO PROVIDE A SIMILAR OR ANY OTHER COMMUNICATION OR NOTICE ON SUBSEQUENT OCCASIONS.**

## Limitation of Liability

**IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SERVICE, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF CREDIT UNION HAS BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions prohibit exclusion or limitation of liability for implied warranties or consequential or incidental damages, so the above limitation may not apply to you. You may also have other legal rights that vary from jurisdiction to jurisdiction.**

## Your Release and Waiver

In consideration of the eAlerts service, you hereby fully waive and release the Credit Union, and all directors, officers, agents, employees, successors and assigns of the Credit Union, from any and all claims, loss, demands and causes of action (including attorneys' fees and costs) relating to or arising from in any way, directly or indirectly, the eAlerts service or any communication, including, without limitation, (i) any disclosure of confidential or personal information; (ii) breach of any right of privacy or confidentiality arising under the Gramm-Leach-Bliley Act, 15 USC 6801 et seq., and regulations promulgated thereunder, or any other federal or state law or regulation; (iii) any viruses, spyware, poison pills or other destructive programming or code; and (iv) any intrusion, "hacking", access or entry into your or our computer or e-mail system.

## Governing Law; Miscellaneous

This agreement, including the validity of any signatures or consents, any claim, or disputes arising hereunder, shall be construed in accordance with and governed by the Laws of the State of Florida, excluding its choice of law rules. In the event legal action is necessary to enforce this agreement, the prevailing party has the right to payment by the other party of reasonable attorney's fees and costs, including any appeal and post-judgment actions, as applicable. Except as prohibited by applicable law, you and the Credit Union agree that such legal action shall be filed and heard in Escambia County, Florida. Any disputes regarding this agreement shall be within the jurisdiction of the courts of Escambia County, Florida. Failure or delay in enforcing any right or provision of this agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this agreement shall be held to be unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions of this agreement will remain in full force and effect.

## Termination/Changes

We reserve the right, in our sole discretion, to discontinue the eAlerts service and provision of your electronic communications.

## Electronic Signature

You agree that each of your selection of the "I Agree" button below, using E-Branch Banking Account Access at Central Credit Union of Florida, and authorizing any other person to use E-Branch Banking Account Access at Central Credit Union of Florida constitutes your signature, acceptance and agreement to the terms and conditions of each of the foregoing Account Access Agreement, Remote Deposit Agreement, Electronic Records Consent Agreement and eAlert Consent Agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature. You agree that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.

*I AGREE*