

## **First Florida Credit Union**

### **ONLINE BANKING AGREEMENT AND DISCLOSURE**

This Online Banking Agreement and Disclosure ("Agreement") is the contract which covers your and our rights and responsibilities concerning First Florida Credit Union Online Banking services offered to you. The Online Banking service permits you to electronically initiate account transactions involving your accounts and communicate with First Florida Credit Union ("Credit Union"). In this Agreement, the words "you", "your" and "yours" mean those who request and use on Online Banking, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we," "us," and "our" mean First Florida Credit Union. The word "account" means any one or more accounts you have with the Credit Union. By requesting and using the Online Banking service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

### **Online Banking Service**

Online Banking is a consumer electronic banking service. You can access Online Banking through First Florida Credit Union's website on the Internet or the credit union's mobile app. You must use your User ID, Password and satisfy any security protocols. Online Banking service is accessible virtually any time, day or night, 7 days a week. However, Online Banking may be temporarily unavailable due to maintenance or technical difficulties. In addition, access to Online Banking is made available pursuant to a license agreement by and between First Florida Credit Union and Alkami, Inc. You understand for Online Banking service, that you are required to acquire the equipment necessary (e.g., computer or mobile device and Internet access). You are responsible for the installation, maintenance and operation of any software and your computer. This responsibility includes, without limitation, your utilizing up to date web-browsers for access devices and the best available encryption, antivirus, anti-spyware, and internet security software. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or your computer.

### **Transfers**

All transfers to and from an account are subject to the terms and conditions applicable to such account as set forth in the account agreement governing such account. Additionally, First Florida Credit Union has limits for external transfers, funds being transferred to another financial institution.

### **Bill Payer**

In order to use Bill Payer, you must have a checking account with First Florida Credit Union. Please see the Bill Payer disclosure for specifics regarding the Bill Payer service.

### **Account Information**

The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy. Any account information provided as part of Online Banking is not the official record of your account or its activity. Your account statement, provided in paper format or electronically if you are enrolled in e-Statements, will remain the official record.

### **Communications**

You agree to provide a valid e-mail address so that we may send you information related to your Online Banking services. You agree that the information you provide will be complete and accurate. The Credit Union may not immediately receive Email or Online Banking Messages that you send and the Credit Union will not take action based on requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in the Liability for Unauthorized Access section. You agree that by using the Online Banking service, all notices or other communications which we may be required to give you, may be sent to you electronically to any electronic mailbox we have for you.

### **Features and Services**

We may introduce new features to Online Banking, or modify or delete existing features at our sole discretion.

### **Security Of Authorization Codes and Account Credentials**

To prevent unauthorized access to your accounts and to prevent unauthorized transactions using Online Banking, you agree to protect and keep confidential your account number, Card number, User ID, PIN, Password and Multifactor Authorization Codes. Information should not be disclosed to third parties. You are responsible for safekeeping your account credentials. You agree not to disclose or otherwise make your credentials available

to anyone not authorized to sign onto your accounts. If you fail to maintain the security of your credentials and the Credit Union suffers a loss, we may terminate your Online Banking and account services immediately. First Florida Credit Union may reject any payment or transfer, at its sole discretion, in which fraud is suspected.

### **Liability For Unauthorized Access**

You are responsible for all transfers you authorize under this Agreement. If you permit other persons to use the Online Banking service with your credentials, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your credentials or accessed your accounts through Online Banking without your authorization.

Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose not more than fifty dollars (\$50.00) if someone accesses your accounts without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or credentials, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as five hundred dollars (\$500.00). In any event your liability for unauthorized line of credit transactions through Online Banking is fifty dollars (\$50.00).

Also, if your statement shows Online Banking transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was made available to you, you may not get back any money lost after the sixty days (60) if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe that someone has used your credentials or has transferred or may transfer money from your account without your permission, call the Credit Union at:

(904) 359-6800, Ext. 1 or

( 800) 766-4328, Ext.1, during business hours or

Write the Credit Union at: First Florida Credit Union 500 West 1st Street Jacksonville, Florida 32202

### **Business Days**

Our business days are Monday through Friday. Holidays are not included.

### **Fees And Charges**

While Online Banking service is currently provided to you at no additional cost, you may incur fees if you use or obtain some of the products or services available within the service. Please refer to the specific terms and conditions applicable to each product or service, or for account specific fees, please see fee explanations as set forth on the Credit Union's Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement.

### **Periodic Statements**

Transfers, withdrawals, and bill payments transacted through Online Banking will be recorded on your periodic statement. You will receive a statement monthly, either by paper or electronically, unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

### **Risk of Loss**

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you to ensure accuracy and completeness of any transaction(s) affected.

### **Account Information Disclosure**

We will disclose information to third parties about your account or the transfers you make:

To verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant.

To comply with government agency or court orders.

If you give us your written permission.

Our privacy policies do not apply to linked websites. You should consult the privacy disclosures on any linked site for further information

### **Credit Union's Liability For Failure To Make Transfers**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, the Financial Institution will not be liable:

If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.

If you used the wrong credentials or you have not properly followed any applicable computer, Internet Access, or Credit Union user instructions for making a transfer.

If your computer fails or malfunctions or the Online Banking service was not properly working and such problem should have been apparent when you attempted such transaction.

If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.

If the funds in your account are subject to an administrative hold, legal process or other claim.

If you have not given the Credit Union complete, correct and current instructions so the Financial Institution can process a transfer

If the error was caused by a system beyond the Credit Union's control, such as your Internet Service Provider.

If there are other exceptions as established by the Credit Union from time to time.

### **Termination Of Online Banking Services**

You agree that we may terminate this Agreement and your use of the Online Banking services if you or any authorized user of your account breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account credentials.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

### **Notices**

The Credit Union reserves the right to change the terms and conditions upon which this service is offered, in our sole discretion, by sending you written notice, by electronic mail or by regular mail or by posting the updated terms on the sites within Online Banking. Use of the Online Banking service is subject to existing regulations governing your accounts and any future changes to those regulations.

### **Billing Errors**

In case of errors or questions about your Online Banking transactions, telephone us at the phone number or write to us at the address set forth above in the Liability for Unauthorized Access section as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

Tell us your name and account number.

Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) calendar days. We will determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)

business days for the amount you think is in error, so that you will have the use of the funds during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days. If a notice of error involves an electronic fund transfer that was initiated in a foreign country or occurred within thirty (30) days after the first deposit to the account was made, the applicable time period for action shall be ninety (90) calendar days in place of forty five (45) calendar days.

### **Enforcement**

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

### **Governing Law**

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Florida where you opened your account, and the Bylaws of the Credit Union as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us.

### **Third Party Links**

Links to other web sites found here are provided to assist you in locating information. Credit union has not reviewed all of the sites linked to credit union site. The credit union has no responsibility for content of the web sites found at these links, or beyond, and does not endorse or attest to the accuracy or propriety of any information, products or services located therein. Your connection to any linked site is at your own risk. The Credit union makes no warranties, either express or implied, concerning the content of such site or any information, products or services located therein, including the accuracy, completeness, reliability or suitability thereof for any particular purpose. The credit union does not warrant that such sites, content, information, products or services are free from any claims of copyright, trademark or other infringement of the rights of third parties. The credit union does not warrant that such sites, content, information, products or services are devoid of viruses or other contamination.

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#### **Privacy Policy**

Please read credit union's Privacy Policy.

#### **Questions**

If you have any questions or comments, please contact us at First Florida Credit Union, 500 West 1st Street, Jacksonville, Florida 32202 (800) 766-4328, Ext. 1