

e-Statements User Agreement

This Agreement concerning electronic access and/or delivery of statements, legal disclosures, and notices is between Florida First Credit Union (hereinafter “we, us, our or Credit Union”), and each participating member (individual, corporation, partnership, association, or other legal entity) of this Credit Union’s e-Statements service, together with any person who is authorized by a member to use or access this service (hereinafter referred together as “you, your, yours”).

Agreement – This Agreement supplements and modifies other agreements that you may have with the Credit Union. To the extent that this Agreement and other agreements with us contain conflicting provisions, this Agreement will govern the access and/or delivery of statements, legal disclosures, and notices, but all other contractual obligations of the parties remain subject to the terms of any other agreements. For example, you are still required to review all account statements and notify the Credit Union within established time periods if you find errors, unauthorized uses and/or alterations on your accounts’ statement.

By agreeing to the terms and conditions of this Agreement and giving your 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 Agreement and give their consent. With your electronic consent, you agree and elect to authorize the Credit Union to electronically deliver, or make available, your account’s statements, legal disclosures and important notices about your account(s), including those that we are required to provide you under all applicable federal and state laws where electronic delivery is permitted now or in the future. This may not be limited to, the following:

- Your periodic account statements
- All legal required disclosures regarding opening, maintaining and closing your accounts
- Required notices regarding changes that affect your accounts
- Amendments to this Agreement or any prior agreements and/or regulations governing your accounts

If there is more than one authorized party to the account(s), disclosures and notices to anyone party is considered disclosures and notices to all. You also agree that all current and any future accounts will automatically be enrolled in this service unless otherwise notified in writing.

Contractual Agreements/Modification – The Credit Union reserves the right to modify any term or condition in this Agreement. Any such modification shall not affect the Credit Union’s right to enforce any right in the future. If any provision of this Agreement is deemed invalid, the rest of this Agreement will remain in full force and effect.

Enrollment – The enrollment consists of an electronic process that demonstrates both your consent to obtain account statements, disclosures, and notices via electronic means and your ability to electronically receive/access the records. To complete the

activation of your enrollment you must reply to our electronic notification and agree to the terms and conditions of this Agreement electronically.

e-Statements Access – Accessing the e-Statements service confirms your agreement to be bound by all terms and conditions and acknowledges your receipt and understanding of this Agreement. By accessing your statements electronically, you will be able to view periodic account transaction activity of your deposit and loan accounts, electronic funds transfer transactions, periodic account of billing error rights under federal Regulations Z and E, legal disclosures, and Credit Union notices all which contain important information that affect your account(s). To be able to retrieve this information electronically, you must activate your access to our electronic banking platform (Online Banking) available from our website. Once enrolled in Online Banking you will have the ability to login to access all your accounts, and your account statements by clicking on the “e-Statements” tab. Our Online Banking platform 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.

E-Mail Address Required and Notification of Statement Availability – A current email address is required to participate in our e-Statements. For each account cycle when a period statement or legal disclosure is available, we will send you an e-mail notification at the last e-mail address we have on records for you. Important notices affecting your accounts may also be posted on the Online Banking platform so it is available to you when you retrieve your account statements. Your electronic statements will remain accessible on our Online Banking platform for at least twelve (12) months and may be available for a longer period. You agree to accept responsibility for notifying us promptly if you change your e-mail address. If the e-mail notification we sent you is returned to us as undeliverable, you will still be able to access your statements electronically on the Online Banking platform, however, we will be unable to send you alerts that your statements or important legal disclosures affecting your accounts are available. The Credit Union will not be responsible for its inability to notify you of the availability of important disclosures regarding your accounts if you do not notify us of your current e-mail address.

Your Right to Terminate Service and Withdraw your Consent – This Agreement shall remain in full force and effect until the e-Statements are terminated by either party. You have the right to terminate and discontinue the service at any time, at no cost to you, by using the “Unsubscribe” feature, designed for this purpose, under the e-Statements tab in Online Banking or by contacting us in writing at least 30 days in advance. Upon service termination, we will resume the paper delivery of your statements, legal disclosures, and important notices at the beginning of the next statement cycle. We also have the right to terminate your e-Statements with or without cause, or if you fail to comply with the terms and conditions of this Agreement or any other agreement you may have with us including any applicable term or condition governing your accounts. If we terminate your service for any reason, we will send you a written notice at least 30 days in advance specifying the effective date of the service termination.

Right to Receive Paper Statements – Once you enroll in this voluntary service, your paper statement will no longer be sent to you. Although you have elected electronic access, you have the right to request additional paper copy of your periodic statement. Fee associated with this service request can be found on the Credit Union's website. To request paper copy of your periodic statement, write to us or call us.

Error on Statements – You have a duty to examine the statement and discover any error, unauthorized used or altercations. If you discover an error on your statement, you must promptly notify us in writing or by calling us at the address and phone number indicated on our website. Failure to notify the Credit Union within a reasonable time frame after your statement is made available to you may prevent you from recovering a loss you have suffered. The permitted timeframe is a maximum of 60 days for errors involving an Electronic Funds Transfer (EFT) or an Open-end loan and 30 days for all other errors. If you authorized someone other than yourself to review your statements for errors, the responsibility remains yours for the actions or lack of them of any person you authorized in your power.

Changing Your Password – The password you established to access our Online Banking platform is the one used to retrieve your account statements. You may change your password by signing onto Online Banking or by contacting our Member Support Center. The Credit Union shall have no obligation or liability to notify anyone authorized person of a multiple-party account if the password is changed. You agree that the Credit Union has no control as to the persons who have access to your computer or other access device and/or your password once it is in your possession. The Credit Union will not be liable for any unauthorized access to your computer and/or other device using your password and you agree that it is your sole responsibility to prevent unauthorized access.

Liability, Indemnification – Notwithstanding any provision to the contrary contained in this Agreement, we shall be responsible only for performing the e-Statements as expressly provided for in this Agreement. We shall be liable only for material losses which are the direct result of our own negligence or intentional misconduct in performing this service. We shall have no liability in failing to make the information electronically available to you in time due to circumstances beyond our reasonable control, including, but not limited to, failure or disruption of electric power, computer equipment, telecommunications systems, your ISP, or weather conditions. We shall have no liability for any consequential, special, punitive damages or indirect lose suffered by you under aby circumstances except to the extent of our liability under this Agreement. You agree to hold harmless and indemnify the Credit Union, its directors, officers, employees and agents against all claims, costs, attorney's fees, damages, and other expenses or losses that may be incurred connected with the performance of this service. You agree that this information shall survive the termination of this agreement.

Governing Law – This Agreement is governed by the bylaws of the Credit Union, Federal laws and regulations, the laws, including principles of the contract law, and regulations of the State in which the Credit Union's corporate center is located. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the country and slate in which the Credit Union is located.