

Florida Credit Union (“FCU”) Online and Mobile Banking Agreement and Disclosure.

Revised: July 20, 2017

The FCU Internet site in the domain www.flcu.org (“Site”), FCU Online Banking Internet site in the domain <https://hb.flcu.org/OnlineBanking> (“Online Banking”) and FCU mobile banking site in the domain m.flcu.org (“Mobile Banking”) are all provided subject to the following terms and conditions. Any use of the Site, Online Banking or Mobile Banking constitutes your agreements to all of them, including but not limited to our Full Terms and Conditions and [Privacy Policy](#). The terms contained in this document are in addition to and governed by our Owner’s Guide to Services, Membership and Account Agreement, Fee Schedule, and all other relevant membership documents (together, the “Deposit Agreement”).

This Agreement and Disclosure provides information about Florida Credit Union’s Online Banking service and contains the disclosures required by the [Electronic Funds Transfer Act](#).

For the purpose of this document, “I”, “me”, “my”, and “mine” shall refer to each Member who is eligible and signs up for FCU Online Banking. “You”, “your”, “FCU,” or “Credit Union” shall refer to Florida Credit Union where the Member has the deposit account accessed through FCU Online Banking. All references to time of day in this Agreement and Disclosure refer to Eastern Standard Time.

To the extent any Online Banking services are provided by third-party vendors, you agree to comply with all additional terms and conditions related to those services, as provided to you by the vendors. If the Online Banking Agreement and Disclosure conflict with the terms regarding any specific service, the terms governing the specific service shall control.

SITE USAGE

License Grant and Use Restrictions: Your Indemnification

The Site is intended to provide members of FCU (“you”) easy access to information about FCU. We grant you a nonexclusive, revocable license to copy or print an unaltered permanent copy of information on the Site for your personal, non-commercial use only. You may not otherwise copy, modify, publicly distribute or display, perform, publish, license, create derivative works from, transfer, or sell anything obtained from this Site.

You agree that you will not alter any Site information and will not use (or allow others to use) the Site or any information obtained from it for any wrongful, unauthorized or unlawful purpose and agree to indemnify and hold us and our affiliates harmless from and against any loss, damage or expense (including attorney’s fees) incurred by them or us because of any such use.

Except where we are liable under the terms of this Agreement or another agreement governing the applicable account(s), you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney’s fees) arising from:

- A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other content or materials you submit to us.
- Any fraud, manipulation, or other breach of this Agreement or Online Banking.
- Your violation of any other applicable laws or rights of a third party, including but not limited to rights of privacy, publicity or other property rights.
- The provision of Online Banking or use of Online Banking by you or any third party.

We reserve the right to defend/control (at our own expense) any matter otherwise subject to indemnification by you. In such a case, you will cooperate with us in asserting any available defenses. You won't settle any action or claims on our behalf without our prior written consent.

You are providing this indemnification without regard to whether our claim for indemnification is due to the use of Online Banking by you or joint owners on your account.

Changes and Availability

FCU reserves the right to change this Agreement and Disclosure from time to time without advance notice to you unless required by law, however, so you agree to check the Agreement and Disclosure periodically to make sure you remain aware of any changes. Each time you visit the Site, you agree to check for changes to Agreement and Disclosure. No changes proposed by you or us will be effective unless and until they appear in these Agreement and Disclosure. If you do not want to be bound by any changes, you must not use the Site after their effective date. If you initiate any transfer of funds or bill payment through your Online Banking services after the effective date of a change, you indicate your agreement to the change.

FCU also reserves the right to terminate the Site or your license, make access unavailable, and change the Site content, with or without reason or notice at any time.

Copyright and Trademark Notices

Copyright ©2016 Florida Credit Union. All rights reserved.

Copyrights

You should assume everything on this site is copyrighted unless otherwise noted and may not be used except as provided in the FCU Online Banking Agreement and Disclosure or with the express written consent of Florida Credit Union. Florida Credit Union neither warrants or represents that your use of the material displayed on this Site will not infringe rights of third parties. Any product, service, program, or technology described on this Site may be the subject of other intellectual property rights (including but not limited to copyright, trademark, or patent rights) owned by Florida Credit Union. Any such right that is not expressly licensed herein is reserved by Florida Credit Union. Images of people or places displayed on this Site are either the property of, or used with permission by, Florida Credit Union. Use of these images by you or other third parties is prohibited unless expressly permitted in the Agreement and Disclosure or elsewhere on this Site. Any unauthorized use of these images may violate copyright laws, trademark laws, the laws of privacy and publicity, and other applicable regulations and statutes. Any product, service, program or technology described in any document published by Florida Credit Union on this Site may be the subject of other intellectual property rights owned by Florida Credit Union. Any such right that is not expressly licensed hereunder is reserved by Florida Credit Union.

Trademarks

The trademarks, logos, and service marks (collectively "Trademarks") displayed on this Site are registered and unregistered Trademarks of the Florida Credit Union and others. The Trademarks include, but are not limited to, the following: Florida Credit Union logo. Nothing contained on this Site should be construed as granting by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this Site without the written permission of Florida Credit Union. Misuse of any Trademarks, or any other content, displayed on this Site is prohibited.

Links to Other Sites

Links to other web sites found here are provided to assist you in locating information. Florida Credit Union has not reviewed all of the sites linked to the Florida Credit Union Site. The Florida 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 Florida

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 Florida 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 Florida Credit Union does not warrant that such sites, content, information, products or services are devoid of viruses or other contamination.

Some of the links from FCU's Site will take you to a third-party or co-branded site where you may see the FCU logo as well as the logo of another service provider. Any information you provide these third party and co-branded sites have separate privacy statements. Please be aware that FCU cannot be responsible for the privacy practices or content of other sites.

FCU also has links from flcu.org to fully branded service provider sites. As you view information from a fully branded site you will see a change in URL but the pages appear to be FCU's and the service provider is not identified. All information collected on fully branded sites is used by FCU only and is not shared or used for any purpose other than processing your application and providing the requested service, but may be transferred as part of an acquisition or an insolvency proceeding.

Computer Virus Information

It is possible to contract a computer virus or other malicious code by using the Internet or materials downloaded from it. FCU cannot assure you that the Site and any software or other information downloaded from it will be virus or problem free and disclaims any liability (if any) for viruses and similar problems. We attempt to keep our Site virus free, but cannot assure you that our efforts will always be successful.

No Incidental or Consequential Damages

To the full extent allowed by applicable law, you agree that neither we nor any of our affiliates will be liable to you and/or any third party for any consequential or incidental damages (including but not limited to lost profits or lost opportunity), or any other indirect, special, or punitive damages whatsoever, that arise out of or are related to the Site, or any use of it or information in it, even if we have been advised of the possibility of such damages. This exclusion of damages includes damages claimed in any cause of action, including but not limited to legal or equitable proceedings and claims relating to contract, tort, or products liability.

Information Accuracy—NO WARRANTIES

All information is either generated by us or is obtained from sources believed by us to be accurate and reliable as of the date posted on the Site. However, because of the possibility of human and mechanical error, delayed updates, as well as other factors such as the difficulty of securing a web site from unauthorized alterations or the occurrence of a system breakdown or other unavailability, neither we nor any of our affiliates provides any representations or warranties regarding the Site or any information in it. The Site and all information is provided "AS IS" and with all faults, and we make no representations and disclaim all implied warranties of every kind, including warranties or any duties (if any) as to accuracy, timeliness, completeness, suitability, availability, merchantability and fitness for any particular purpose, or lack of negligence or viruses. We do not provide any warranty against infringement or of quiet enjoyment, and make no express warranties.

Governing Law, Venue, Attorney's Fees

This agreement and disclosure will be governed by and construed under the laws of the State of Florida, U.S.A. Each party to this Agreement and Disclosure hereby submits to the exclusive jurisdiction of the courts within Alachua County, Florida, U.S.A., and waives any jurisdictional venue or inconvenient forum objections to such courts. If legal action is necessary to enforce this Agreement or collect any amounts owing under this Agreement, the prevailing party has the

right, subject to applicable law, to payment by the other party of all attorney's fees and costs, including fees on any appeal and any post-judgment collection actions.

Waiver

Any failure by Florida Credit Union to enforce any of its rights under the Agreement and Disclosure or applicable laws shall not constitute a waiver of such right.

Severability

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

Foreign Export

United States and foreign export control laws regulate the export and re-export of technology originating in the United States and such foreign countries. You will abide by these laws and regulations as applicable and will not transfer, directly or indirectly, by electronic transmission or otherwise, any content or software from this site to or from any countries or foreign nationals in violation of such laws or regulations.

Submissions

Subject to applicable law, you agree as follows: (a) apart from your personal information (which is addressed in the Privacy Notice), any communication or material you send to this Site, electronically or otherwise, including but not limited to data, questions, comments, suggestions, or submissions is and will be treated as non-confidential and non-proprietary; (b) anything you send to this Site may be used by Florida Credit Union for any purpose including but not limited to reproduction, transmission, disclosure, publication, broadcast, and posting; (c) by submitting material to this Site you irrevocably transfer and assign to Florida Credit Union, and forever waive and agree never to assert, any copyrights, "moral" rights, or other rights that you may have in such material; (d) Florida Credit Union is free to use, without obligation of any kind, any ideas, concepts, techniques, or know-how contained in any communication you send to this Site for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products and services; (e) by using this Site, you may submit, or Florida Credit Union may gather, certain limited information about you and your usage of the site; and (f) subject to the terms of the [Privacy Policy](#), Florida Credit Union is free to use such information for any purpose it deems appropriate.

Limitation on Damages and Exclusive Remedy

You agree that your recovery for any allowable damages will be limited to those that you incur in actual reliance and shall be limited, at our election, to: (1) a refund of any amount (if any) you paid for information from the Site or for any use that caused a problem or (2) correction or replacement of the information. Any failure or unconscionability of any remedy does not affect the enforceability of the limitations on and exclusions of consequential, incidental and other damages, and you expressly agree that those limitations and exclusions are independent of the performance of any or all agreed remedies.

All limitations will apply to all legal and equitable theories, including but not limited to contract, tort and products liability.

Privacy Policy

Please read Florida Credit Union's [Privacy Policy](#).

Questions

If you have any questions or comments, please contact us at Florida Credit Union, P.O. Box 5549, Gainesville, FL 32627-5549 or (800) 284-1144.

Commercial Accounts Only:

UNLAWFUL INTERNET GAMBLING NOTICE – Restricted transactions as defined in Federal Regulation GG are prohibited from being processed through any FCU commercial account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

ONLINE BANKING USAGE

Eligibility for Access

I may sign up for FCU Online Banking by visiting www.flcu.org. I understand that in order to use FCU Online Banking, I must have an account in good standing with FCU and FCU Online Banking login credentials. Enrollment in and usage of Online Banking constitutes your understanding of, and agreement with, applicable requirements, including but not limited to requirements set forth herein. I may use Online Banking to:

- a. Transfer funds between linked Florida Credit Union accounts on either a one-time or recurring basis, including as payment to a linked installment loan or mortgage.
- b. Transfer funds to and from non-FCU (External) accounts after verifying the account with FCU and the other financial institution.
- c. View your current balance information from linked Florida Credit Union accounts.
- d. Review available transactions from linked accounts.
- e. Perform self-service account maintenance such as re-ordering checks, viewing copies of paid checks, viewing past statements, changing personal information and password.
- f. Send FCU secure online mail messages and questions regarding the Online Banking service.

Some of the above services may not be available for certain accounts or customers.

Equipment and Technical Requirements

I understand that to have PC access, I am required to acquire the equipment necessary. However, if there are joint owners of my accounts accessed through FCU Online Banking, each may have access to those accounts through FCU Online Banking with only one PC Software package. In addition, if eligible members residing in my households have accounts with different numbers and with access to different accounts, they may use a single software package. In that case, each member will have secure access to only his/her accounts by entering their FCU Online Banking login credentials.

General Information About FCU Online Banking

I may use FCU Online Banking virtually any time, day or night, 7 days a week with my FCU Online Banking login credentials. I may perform the following, including (1) view the recent history of my deposit and loan accounts, (2) review year-to-date earned dividends and maturity dates, (3) verify loan payments and due dates (except credit cards), (4) review tax information for the current year, (5) make transfers from one account to another electronically, and (6) make a withdrawal by check. However, FCU Online Banking may be temporarily unavailable without notice to you due to Credit Union record updating, or technical difficulties and FCU will have no liability for any such unavailability. I authorize you to charge my designated account(s) for any transaction accomplished through the use of FCU Online Banking, including the amount of any

payment or transfer that I make, and charges for the service. I authorize you to transfer funds electronically between my designated account(s) according to my instructions initiated through FCU Online Banking

Transfers Between Credit Union Accounts

In compliance with Regulation D, there is no limit on the number of transactions you may make in the following manner: (i) transfers to any loan account with the Credit Union; or (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail, or at an ATM. However, payments from your savings account by check overdraft, debit point-of-sale overdraft, pre-authorized electronic debit through the automated clearing house (ACH), and transfers from savings or special savings account to savings or checking using FCU Phone Banking, FCU Online Banking, by phone or pre-authorized automated transfers are limited to six (6) per calendar month. (A pre-authorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through ACH). Limited transactions after six per month will be denied and/or returned unpaid and a fee may be imposed.

Account Information

I may check the balance(s) of any credit union accounts I designated to access through FCU Online Banking. I may get a listing of transactions (an "interim statement") posted on my account for the last two months.

Liability for Failure to Perform Transaction

If you do not perform a transaction or make a transfer on time, or in the correct amount according to instructions I give in accordance with this Agreement and Disclosure, you will be liable for damages caused. However, there are some exceptions. You will not be liable, for instance, if:

- a. through no fault of yours, my account does not contain sufficient available funds to make the payment or transfer.
- b. the payment or transfer would go over the credit limit on my overdraft line of credit.
- c. the equipment, phone lines, or computer systems were not working properly or were temporarily unavailable.
- d. circumstances beyond your scope of control, such as fire or flood, prevented the payment or transfer, despite reasonable precautions that you have taken.
- e. a court order or legal process prevents you from making a transfer or payment.
- f. You have a reasonable basis for believing that unauthorized use of my login credentials or designated account have occurred or may be occurring or if I default under any Agreement with you or if you or I terminate this Agreement.

There may be other exceptions stated in your Agreement with me.

If any of the circumstances listed above shall occur, you shall assist me with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct transactions that have incorrectly been processed.

Documentation and Verification of Payments and Transfers

- a. **Upon completion of a transaction using FCU Online Banking, I should record the scheduled date and transaction amount in my checking register (or other permanent record), because this will help in resolving any problems that may occur. No printed receipts are issued through FCU Online Banking.**

- b. Periodic Statements: Information concerning FCU Online Banking transactions will be shown on my normal statement for the account to and from which transfers or transactions are made. I will get a statement monthly, unless there are no electronic funds transfers in a particular month. In any case, if my account is a savings or money market account, I will get a statement at least quarterly. In Online Banking, the monthly statement for your checking account is shown on the eStatements tab of the View Details page.

Other Terms and Conditions

I am responsible for complying with all terms of this Agreement and Disclosure and the laws and regulations governing the deposit accounts which I access using FCU Online Banking. You can terminate my FCU Online Banking privileges without notice to me if I do not pay any fee required in this Agreement and Disclosure when due or if I do not comply with those agreements. The regulations governing my savings accounts are set forth in your Account Disclosure, a copy of which I received upon opening my credit union account, which is also included in this package, and which is available from any branch, or by calling (800) 284-1144.

I hereby agree to all the applicable terms and conditions in the [Electronic Funds Disclosure](#).

Fees

Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is no monthly service charge for accessing your linked accounts with the Online Banking service.

Other Charges

In addition to the fees already described in this Agreement, you should note that depending on how you access Online Banking, you might incur charges for:

- Normal account fees and service charges.
- Any Internet service provider fees.
- Data charges and/or text message fees imposed by your cellular phone carrier.
- Purchase of computer programs such as Personal Financial Management (PFM) software.
- Payments or transfers made through Online Banking services from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details. Additionally, fees may be assessed for added self-service features available through Online Banking customer service, such as stop payment requests, check copy orders and account statement copy orders. For additional information, please see the applicable Deposit Agreement.
- An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled or, in the case of a personal check, on the date when the check is presented to us for payment.
- We may charge you a research fee of \$20 per hour for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine that an error occurred.

Termination by You

We agree that you may terminate this Agreement at any time by giving written notice thereof and discontinuing use in connection with this Agreement.

In Case of Errors or Questions About Electronic Transfers

Telephone us at (800) 284-1144, or write us at P. O. Box 5549, Gainesville, Florida 32627 as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- a. Tell us your name and account number.
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if your account has been opened less than 30 days) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if your account has been opened less than 30 days) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 days if your account has been opened less than 30 days) for the amount you think is in error, so that you will have the use of the money 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 10 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 we used in our investigation.

Liability Disclosure

You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, device, or your PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, passwords, or other means of identification. We reserve the right to block access to the services to maintain or restore security to FCU and our systems if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s).

Tell us AT ONCE if you believe your EFT service, device or card has been lost or stolen or if you believe someone has used your device, card or PIN or otherwise accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If a transaction was made with your service, device, card or card number without your permission, your liability for an unauthorized transaction is determined as follows. If you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone accesses your accounts without your permission. If you do NOT tell us within the two business days and we can prove we could have stopped someone from accessing your accounts without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days 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 long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your ATM Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without permission, call (800) 284-1144.

Bill Pay Services

In addition to the Online Banking features listed above, FCU members with eligible deposit accounts may also use the optional Bill Pay service. The Bill Pay Services are provided by a third-party vendor, not Florida Credit Union. See "Bill Payment Service Additional Terms" for additional terms regarding the Bill Pay Services.

Electronic Bills

Electronic bills is a feature of the Bill Pay service that enables you to receive bills electronically from participating Payees. The electronic bill service is provided by a third-party vendor, not Florida Credit Union. See Section 8 ("Bill Delivery and Presentment") of the "Bill Payment Service Additional Terms" for additional terms regarding the electronic bills.

Online Banking Alerts

FCU provides automatic General Alerts and voluntary Account Alerts.

1. Automatic General Alerts are sent to you following important account activities or when certain changes are made to your Online Banking Account, such as a change in email or home address, telephone number, online ID or passcode, insufficient funds, or irregular card activity. You do not need to activate these alerts, FCU automatically activates them for you.
2. Voluntary Account Alerts must be activated by you. Voluntary Account Alerts allow you to choose alert messages for your accounts. We may add new alerts from time to time, or cancel old alerts.

The Alerts Service allows you to request and receive messages about your account(s). You may receive Alerts via email address, subject to the terms and conditions of your Internet service provider(s).

Each Alert will be effective after you establish a Subscription to the Alert(s) you want by visiting the Alerts Service on the Home menu. You accept that each Alert may not be encrypted, and may include limited information pertaining to your account(s).

Receipt of each Alert may be delayed, or prevented by factor(s) affecting your Internet service provider, and such other relevant entities. We neither guarantee the delivery nor the accuracy of the contents of any Alert. Florida Credit Union will not be liable for losses or damages arising from (a) a non-delivery, delayed delivery, or wrong delivery of an Alert; (b) inaccurate content in an Alert; (c) your use or reliance on the contents of any Alert for any purposes.

Florida Credit Union reserves the right to terminate any request from you, for any Alert, at any time. The information in any alert may be subject to certain time lags and/or delays. The types and frequency of your Alerts will be managed by you, and the Alerts may be stopped, or suspended by you at any time.

Service Hours

Online Banking services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When this occurs, a message will be displayed when you sign on to Online Banking. Our Call Centers are available Monday through Friday from 9:00 a.m. to 8 p.m., and Saturday from 9:00 a.m. to 5:00 p.m. local time, excluding Federal Reserve holidays. You may also write us at:

**Florida Credit Union
Electronic Banking**

Services
P.O. Box 5549
Gainesville, FL 32627

Canceling Your Online Banking

If you choose to cancel your Online Banking services, any unprocessed payments will be canceled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. FCU will cancel any scheduled payments within two (2) business days from the date we receive your request to discontinue the service. If you close your primary checking account, or if it's no longer linked to your service, your Online Banking service will end, and any unprocessed payments will be canceled.

Your Online Banking services remain in effect until they are terminated by you or FCU. You may cancel your service at any time by notifying us of your intent to cancel in writing, through Online Banking secure mail, or by calling Online Banking customer service at (800) 284-1144. This cancellation applies to your Online Banking services, and does not terminate your Florida Credit Union accounts. We may terminate your participation in Online Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so.

Contact by Florida Credit Union or Affiliated Parties

No FCU employee, nor any company affiliated with FCU Online Banking will contact you via email or phone requesting your Online ID or online passcode. If you are contacted by anyone requesting this information, please contact us immediately.

Contacting Us for general questions, to request cancellation of payments and transfers, or to report unauthorized transactions, please call us at (800) 2841144.

You may also write us at:

Florida Credit Union
Electronic Banking Services
P.O. Box 5549
Gainesville, FL 32627

Initiating Payment Inquiries

To initiate a payment inquiry, you may use Online Banking services to send the request via secure online mail. Or you may contact Online Banking Customer Service by calling (800) 284-1144.

Account-to-Account Transfer Service **Processing of Transfer Requests:**

- Transfers can be made in 2 ways, on a 1-time or recurring basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, a \$100 transfer from a checking to a savings account which occurs every 2 weeks. Recurring transfers may be scheduled for up to 1 year in advance
- One-time immediate transfers can be made from a linked FCU checking, savings, money market or line of credit to most linked FCU accounts.

Transfers to/from linked FCU accounts:

Scheduled and recurring transfers can be made from a linked FCU checking, savings, money market, or line of credit account to a linked checking, savings, money market, or credit account.

- Transfers from a linked deposit account are immediately reflected in the account's

available balance. Transfers from a line of credit account are immediately reflected in the account's available credit amount.

- **Scheduled and Recurring Transfers**
 - Transfers scheduled for a weekend or a non-bank business day will be processed on the scheduled day. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the business day requested.
- **Transfers to Credit Accounts**
 - Funds transferred as a payment to a credit card, line of credit, installment loan or mortgage account before 11:59 p.m. ET will be credited with the date the payment is submitted. Transfer payments submitted after 11:59 p.m. ET will be credited with the next day's date. Updates to account balances, funds availability, and transaction posting may take up to 2 bank business days.
- **Transfers to Deposit Accounts**
 - Funds transferred to a deposit account (excluding transfers from a credit card) prior to 10:45 p.m. ET on a business day will appear with the same day's date in the deposit account transaction history.
 - Transfers to an FCU checking account made after 10:45 p.m. as described above on a business day but before 11:59 p.m. will be included in the balance we use to pay transactions that night. This process may impact when fees apply to your account. Credits can help you avoid overdrafts, returned items and related fees. However, debits may cause you to incur overdrafts, returned items and related fees. Please note that although these transfers are included in the balance we use to pay transactions that night, they will appear with our next business day's date in the deposit account transaction history
- **Limitations and Dollar Amounts for Linked Transfers**

Transfers made using Online Banking are subject to the following limitations:

 - One-time immediate transfers between linked FCU accounts can be for any amount between \$0.01 and \$25,000.
 - Scheduled and recurring transfers between linked FCU accounts can be for any amount between \$0.01 and \$25,000.
 - All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the transfer system.
 - At our discretion we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate arrangements or rescheduling the transfer within Online Banking.

Member-to-Member Transfers:

This service enables you to transfer funds to other Florida Credit Union members (Unlinked Transfers). After you provide the identifying information requested, the designated account will be added to your list of destination accounts on the Manage Transfers tab.

Scheduled and recurring transfers can be made from a FCU checking, savings, money market, or line of credit account to another member's checking, savings, money market, or credit account.

By entering account number information, you are providing authorization to transfer funds. If the account number is entered incorrectly by you and the funds are not available when you discover the error, there is no recourse for reimbursement.

- Unlinked transfers from a deposit account are immediately reflected in the account's available balance. Unlinked transfers from a line of credit account are immediately reflected in the account's available credit amount.
- Scheduled and Recurring Unlinked Transfers
 - Unlinked transfers scheduled for a weekend or a non-bank business day will be processed on the scheduled day. All other scheduled and recurring unlinked transfers will be processed from the funding account at the beginning of the business day requested.
- Unlinked Transfers to Credit Accounts
 - Funds transferred as a payment to a line of credit or installment loan account before 11:59 p.m. ET will be credited with the date the payment is submitted. Unlinked transfer payments submitted after 11:59 p.m. ET will be credited with the next day's date. Updates to account balances, funds availability, and transaction posting may take up to 2 bank business days.
- Unlinked Transfers to Deposit Accounts
 - Funds transferred to a deposit account prior to 10:45 p.m. ET on a business day will appear with the same day's date in the deposit account transaction history.
 - Unlinked transfers to an FCU checking account made after 10:45 p.m. as described above on a business day but before 11:59 p.m. will be included in the balance we use to pay transactions that night. This process may impact when fees apply to your account. Credits can help you avoid overdrafts, returned items and related fees. However, debits may cause you to incur overdrafts, returned items and related fees. Please note that although these transfers are included in the balance we use to pay transactions that night, they will appear with our next business day's date in the deposit account transaction history
- Limitations and Dollar Amounts for Unlinked Transfers

Unlinked Transfers made using Online Banking are subject to the following limitations:

 - One-time immediate unlinked transfers between FCU accounts can be for any amount between \$0.01 and \$25,000.
 - Scheduled and recurring unlinked transfers between FCU accounts can be for any amount between \$0.01 and \$25,000.
 - All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the transfer system.
 - At our discretion we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate arrangements or rescheduling the transfer within Online Banking.

Transfers Outside Florida Credit Union for Online Banking Customers:

Within Online Banking, you have the option of participating in Transfers Outside Florida Credit Union (External Transfers) which allows you to transfer funds between your linked personal deposit accounts at FCU and certain deposit accounts owned by you or someone else at other financial institutions. An Inbound transfer moves funds into an account you own at FCU from an account you own outside FCU. An Outbound transfer moves funds from an account you own at FCU to an account outside FCU that is owned by you or someone else.

You will need to provide certain identifying information about each non-FCU account in order to register that account for this service. For Inbound transfers, you agree that you will only attempt to register non-FCU personal accounts that you own or for which you have the authority to transfer

funds.

- Types of domestic (U.S.) Outbound transfers:
 - FCU is not responsible for any failure of another financial institution to act in a timely manner as described above. As a result, FCU cannot guarantee the timely delivery or return of funds as a result of the failure of another financial institution to act in a timely manner.
 - You agree that FCU may use any means or routes which we in our sole discretion consider suitable to execute your transfer.
- Initiating and Scheduling External Transfers
 - Transfers can be scheduled on either a 1-time or a recurring basis. Processing of 1-time transfers may be initiated immediately or scheduled for initiation on a future date. Recurring transfers may be scheduled for up to 1 year in advance for domestic (U.S.) transfers only. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, you may schedule a \$100 transfer from an account you own at another financial institution to your FCU checking account every 2 weeks.
 - Immediate, 1-time future-dated and recurring transfers will be available for both Inbound and Outbound transfers. You will be asked to pick the date that you want us to initiate the processing of the transfer.
 - 1-time future-dated or recurring transfers scheduled for a weekend or a non-business day will be processed on the prior business day.
- Limitations and Dollar Amounts for External Transfers
External Transfers made using Online Banking are subject to the following limitations:
 - Scheduled and recurring external inbound/outbound transfers can be for any amount between \$0.01 and a predetermined transfer limit.
 - Predetermined transfer limits may range from \$1,000.00 to \$5,000.00 per transaction with a monthly limit ranging from \$2,500 to \$10,000.
 - All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the transfer system.
 - At our discretion we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate arrangements or rescheduling the transfer within Online Banking.
- In addition, we offer an external transfer service called the Popmoney Payment Service and is provided by a third-party vendor, not FCU. The terms regarding this service are provided below in the “Popmoney Payments Service Additional Terms” section.

Transfer Authorization and Sufficient Available Funds

- You authorize FCU to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers.
- You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal.
- The completion of a transfer is subject to the availability of sufficient funds (including any

overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer are not available, we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. Please refer to the applicable account agreement and fee schedule for details. If you schedule a transfer from an account maintained at another financial institution and there are insufficient funds in that account, you may be charged a fee by that financial institution.

- At our option, we may make a further attempt to process the transfer request.
- FCU is under no obligation to inform you if it does not complete a transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the transfer within Online Banking.

Canceling Transfers

If you direct us to begin processing a transfer immediately or a transfer's status is In Process or Processed, you no longer have the right to cancel it. However, the credit union at its option, may attempt to cancel the transaction, subject to limitations.

Future-dated and recurring transfers can be canceled prior to midnight ET on the bank business day prior to the date the transfer is scheduled to be made. After you cancel a future-dated transfer, the status changes to Canceled. Canceled transfers remain under Transfer Activity.

TERMS OF SERVICE

Last updated October 31, 2016

GENERAL TERMS FOR EACH SERVICE

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and Florida Credit Union (hereinafter "we" or "us") in connection with the Popmoney and Bill Payment services that are described below that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms of this Agreement. Other defined terms are also present at the end of each set of Terms that follows after the General Terms, as applicable.

3. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

4. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to:

Florida Credit Union
PO Box 5549
Gainesville, FL 32627

We may also be reached at (352) 377-4141 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to

any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

11. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

13. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

15. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draftdrawn against your account.

16. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did

not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

17. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

18. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

19. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and

may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

21. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or

technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

24. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

25. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

27. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

28. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

29. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in Alachua County, Florida. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

30. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

31. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

32. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

33. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

34. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY

WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

35. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement and the Florida Credit Union ("FCU") Online and Mobile Banking Agreement and Disclosure are the complete and exclusive statements of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

POPMONEY® PAYMENTS SERVICE ADDITIONAL TERMS

1. Description of Service.

- a. The term "Popmoney Terms" means these Popmoney Payments Service Additional Terms. "Popmoney" is a trademark of CashEdge Inc. or its Affiliates. The Popmoney Service (for purposes of these Popmoney Terms, and the General Terms as it applies to these Popmoney Terms, the "Service") enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. Although the ACH Network is often used to execute Popmoney Service Payment Instructions for the Popmoney Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through www.Popmoney.com (the "Popmoney Website") and if you choose to initiate or receive a payment at the Popmoney Website you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Popmoney Website and applicable laws and regulations, in each case as in effect from time to time.
- b. The Instant Payments feature within the Popmoney Service ("Popmoney Instant Payments") uses Payment Networks designed to transfer funds on the same day or sooner, if practicable, to debit or credit funds to the Eligible Transaction Account of the Receiver, as applicable. Popmoney Instant Payments is only available for Payment Instructions submitted by a Sender to a Receiver (and not via a Popmoney Request). Not all Payment Networks participate in Popmoney Instant Payments. Popmoney Instant Payments are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability.

2. Payment Authorization and Payment Remittance.

- a. By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- b. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- c. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 22 of the General Terms (Errors, Questions, and Complaints).
- d. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- e. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
 2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
 3. The payment is refused as described in Section 5 of the Popmoney Terms below;
 4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- f. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.
- g. Popmoney Instant Payments: We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks. Notwithstanding anything to the contrary in the Agreement, Popmoney Instant Payments settlements are final except as set forth in the applicable Payment Network rules and recovery may not be possible; however, if applicable Payment Network rules allow for reversal of funds, we will attempt to recover such funds from the Receiver's Eligible Transaction Account. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Popmoney Instant Payments. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications. We will choose the Payment Networks in which we will participate in our sole discretion.

3. Initiation of Payment Instructions. You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Options (b) and (c) above are not available for Popmoney Instant Payments. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

For Popmoney Instant Payments, you can initiate a Payment Instruction using (i) the Receiver's email address or mobile number, and the Popmoney Service will validate the Popmoney Instant Payments eligibility of the Receiver prior to transferring the funds; or (ii) the Receiver's debit card information, and the funds will be immediately deposited into the Receiver's checking or savings account affiliated with the debit card. Not all Payment Networks participate in Popmoney Instant Payments. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability.

You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the Popmoney Service, the processing of the Payment Instruction will begin and the debiting

of your Eligible Transaction Account will occur as early as the day of such initiation. However, other than with respect to Popmoney Instant Payments, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not provided the Popmoney Service with certain required information such as his or her Eligible Transaction Account information. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or ten (10) Business Days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of Section 5 of the Popmoney Terms, below.

4. Receiving Payments. If another person wants to initiate a Payment Instruction (including in response to a Popmoney Request, if applicable) using the Popmoney Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Popmoney Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Popmoney Service or at the Popmoney Website.

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive Popmoney Requests from others through the Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

If applicable, if you as a Requestor initiate a Popmoney Request using the Service you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Popmoney Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Popmoney Request may not receive, or otherwise may reject or ignore, your Popmoney Request. We do not guarantee that you will receive any payments from individuals by initiating a Popmoney Request.

5. Payment Cancellation, Stop Payment Requests and Refused Payments. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Popmoney Instant Payments Payment Instructions may not be cancelled as the Payment Instructions will be processed immediately. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with

an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

6. Mobile Phone Users. Your phone service provider is not the provider of the Service. Users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you may send a text message with the word "HELP" to this number: 767666. To stop receiving text messages on your mobile phone, text "STOP" to this number: 767666.

7. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Popmoney Request, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

8. Refused Payments. We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender.

9 Returned Payments. In using the Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.

10. Definitions.

"Popmoney Request" means functionality that, if provided to you, allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Popmoney Service.

"Receiver" is a person or business entity that is sent a Payment Instruction through the Service.

"Requestor" is a person that requests an individual to initiate a Payment Instruction through the Popmoney Service.

"Sender" is a person or business entity that sends a Payment Instruction through the Service.

BILL PAYMENT SERVICE ADDITIONAL TERMS

1. Description of Service. The term "Bill Payment Terms" means these Bill Payment Service Additional Terms. The bill payment service (for purposes of these Bill Payment Terms, and the General Terms as they apply to these Bill Payment Terms, the "Service") enables you to receive, view, and pay bills from the Site.

2. Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

3. The Service Guarantee. Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the Section 2 of the Bill Payment Terms (Payment Scheduling).

4. Payment Authorization and Payment Remittance. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

5. Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered.

There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

6. Stop Payment Requests. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer care for the Service in the manner set forth in Section 22 of the General Terms above. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

7. Exception Payments Requests. Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section 3 of the Bill Payment Terms) does not apply to Exception Payments.

8. Bill Delivery and Presentment. The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

1. Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
2. Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
3. Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.
4. Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
5. Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
6. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic

bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

7. **Notification.** We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
8. **Cancellation of electronic bill notification.** The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
9. **Non-Delivery of electronic bill(s).** You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
10. **Accuracy and dispute of electronic bill.** We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

9. Disclosure of Account Information to Third Parties. It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy (as further described in Section 10 (Your Privacy) of the General Terms), in addition to the circumstances set forth in Section 20 of the General Terms (Information Authorization):

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

10. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees are disclosed below, in your Fee Schedule, and will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may also be charges for additional transactions and other optional services. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient fees in the Billing Account.

11. Biller Limitation. The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you. as set forth in Section 13 of the General Terms (Prohibited Payments) or an Exception Payment under this Agreement.

12. Returned Payments. In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

13. Information Authorization. In addition to Section 20 of the General Terms (Information Authorization), you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

14. Definitions.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning of a date during any grace period.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.

"Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

"Payment Instruction" is as defined in Section 36 of the General Terms, and is further defined as the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

Florida Credit Union Remote Deposit Terms and Conditions

This Agreement governs your use of the Remote Deposit service (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 Agreement.

Please read this Agreement carefully and keep it for future reference. In addition to this Agreement, your Account is also governed by our **Owner's Guide to Services**, including the section entitled "Electronic Fund Transfers Agreement and Disclosure," and our **Fee Schedule** (together, the "Deposit Agreement"). However, in the event of a conflict, the terms and conditions of this Agreement 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 Remote Deposit service.

"Credit Union," "we," "us" and "our" mean Florida Credit Union 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.

"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.

"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 Deposit Website Information" means the application download instructions, device instructions, FAQs and other information regarding the Remote Device and the Service we provide to you on our Internet site from time to time, in addition to any help content contained within the software application that is downloaded to your Remote Device.

1. Remote Capture Service

Pursuant to the terms of this Agreement, 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 deposit only, Florida Credit Union account # _____" or as otherwise instructed by us, prior to transmission of the Item. You also 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.

1. Hardware and Software Requirements.

You agree to transmit an Image to us using only a Remote Device approved by us for your use to transmit Images. We may change the list of approved Remote Devices from time to time. 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. We shall notify you of those requirements, and we may amend them from time to time.

2. 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.

3. 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.

4. 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 Agreement, and we will not be obligated to allow such a deposit at other times.

5. 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 as expressly identified in Section 12.k. below, 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.

6. 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. If an Item is returned or rejected, you will be subject to fees as outlined in the **Fee Schedule**.

7. 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 financial institution by any 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 financial institution, 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 presentment of the Item by any other means. You agree to retain the Item for at least 90 calendar days from the date of the Image transmission and, during such 90 day period, securely store the Item and deliver any original Item to us upon our demand. You agree that, upon expiration of such 90 day period, you shall destroy any Item of which you have transmitted an Image or otherwise render it incapable of transmission or presentment.

8. 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, upon request and without further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.

9. 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 or any other account in your name. 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. An Image of an Item shall be deemed received only when you receive a confirmation from us that we have received the Image and accepted your deposit. However, the confirmation that we send you 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 **3:00 p.m.** Eastern 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 "Funds Availability Policy and Disclosure" section of the Credit Union's **Owner's Guide to Services** or Regulation CC of the Federal Reserve Board. Nevertheless, we will generally make the first \$200 of a day's total deposits available by the first (1st) business day after the day of your deposit and the remainder available by the second (2nd) 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.

10. 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. Fees for this Service are disclosed in your **Fee Schedule**, which may be amended from time to time.

11. 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 deposit only, Florida Credit Union account # _____".
- 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) drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder, (iii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (iv) that is a substitute check or image replacement document, (v) that is drawn on an institution located outside of the United States, (vi) that is not payable in United States currency, (viii) that is dated more than 6 months prior to the date of deposit, or (ix) that is created by you purportedly on behalf of the maker, such as a remotely created check.
- l. No depository financial institution, 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 Agreement and the Remote Deposit Website Information.
- n. You, if acting on behalf of a small business entity, are fully authorized to execute this Agreement
- o. 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.

12. Indemnification and Limitations on Liability.

In addition to the indemnifications and limitations on liability contained in the **Owner's Guide to Services**, 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 Agreement 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 Agreement 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 AGREEMENT, 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 WE HAVE 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.

13. Intellectual Property

This Agreement does not transfer to you any ownership or proprietary rights in the Service 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.

14. 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 as provided in the Remote Deposit Website Information, as it may be amended from time to time, 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 Agreement.

15. Amendment

We may change this Agreement at any time. We may add new terms and conditions and we may delete or amend existing terms and conditions. We generally 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.

16. Severability

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

17. Entire Agreement

This Agreement, the Deposit Agreement and the Remote Deposit Website Information 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.

18. Headings

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

19. Assignment

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

20. Governing Law

This Agreement, and your rights and our obligations under this Agreement, 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 Agreement, 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 Agreement shall be filed and heard in Alachua County, Florida, except as prohibited by applicable law.

Electronic Signature: You consent and agree that your selection of the "I Agree" button below, your enrollment to use the Service or your use of the Service constitutes your signature, acceptance and agreement to the terms and conditions of this 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.