

FCU Anywhere Online Service Agreement

Revised June 1, 2020

Please read the Online Service Agreement. It contains the basic terms and conditions for customers that use Online or Mobile Services. By using the Online Services, you acknowledge that you have read and agree to the terms and conditions of the agreement. You can review this document at any time on the online banking platform. We suggest you read this document carefully and print a copy for your reference. The terms contained in this Online Service Agreement are in addition to, and not in lieu of, any other agreements you have with Florida Credit Union, including, but not limited to your Consumer Membership Agreement and/or Business Membership Agreement, as applicable, and the terms and disclosures contained therein.

1. General Terms Applicable To All Users

This Online Service Agreement ("Agreement") states the terms and conditions that govern your use of Florida Credit Union's Online Services, which include any applicable software products and associated documentation we may provide through our online banking web-based platform and mobile applications ("Software"), or to use the products, services or functionality offered through our online banking website and mobile applications ("Sites") and certain third party digital platforms as determined by us from time to time (collectively, the "Online Service"). As used herein, the terms "Credit Union", "FLCU", "us," "we," or "our" means Florida Credit Union, or our affiliates or any agent, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of the Online Service; "you" or "your" means (1) an individual or entity that is the owner or joint owner of an account or a party-in-interest to an account (such as a grantor, beneficiary or trustee of a trust account) or (2) an individual authorized by an account owner to view account information and/or effect transactions on an account; and "Card" refers to the credit or debit card issued by us.

2. Agreement; Online Service

When you use or access or permit any other person(s) or entity to use or access the Online Service, or download or use any Software, you agree to the terms and conditions of this Agreement. We may amend or change this Agreement from time to time, in our sole discretion, by sending you written notice by electronic mail or by regular mail or by posting the updated terms on the Sites or within the Online Service. Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Online Service. Your use of the Online Service after we have made such changes available will be considered your agreement to the change.

The Online Service is an online financial services website and mobile application offering a variety of content, products and services. We grant to you, for your personal or internal business purposes only, a nonexclusive, non-transferable limited and revocable right to access and use the Online Service as well as any Software in object code. You agree not to use the Online Service for any other purpose, including commercial purposes, such as co-branding, framing linking, or reselling any portion of the Online Service without our prior written consent. You further agree not to use the Online Service to pay payees to whom you are obligated for tax payments, payments made pursuant to court orders, fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law. We reserve the right to refuse to

process any transaction we reasonably believe violates applicable law or we believe is made in connection with any unlawful transaction or activity, including without limitation, gaming, gambling, lottery or similar activities. We will notify you if we do not process a transaction for this reason. You agree not to attempt to log on to the Online Service from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Online Service from one of these countries may result in your access being restricted and/or terminated.

You may not, and will not allow or cause any third party to: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Online Service, or use the Online Service to develop similar functionality; (b) copy any portion of the Online Service, except as expressly permitted by this Agreement; (c) sublicense, distribute, export or resell any portion of the Online Service or otherwise transfer any rights; (d) remove any proprietary or intellectual property rights notices or labels on the Online Service; or (e) otherwise exercise any other right to the Online Service not expressly granted in this Agreement. We, or our licensors, own all right, title and interest in and to the Online Service. No license or other right in or to the Online Service is granted to you except for the rights specifically set forth in this Agreement.

If you are an individual or sole proprietor, you are the only member under this agreement. However, any of the accounts to which you have access through the Online Service may be jointly owned with, or joint obligations with, others. When your Online Service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any joint owner or authorized signer and shall have no liability for doing so. Joint accounts using the same Username and Password will be identified as one service. As such, you understand that joint owners on your membership, loans, or any eligible transaction account you hold with us using the same Username and Password will have access to all online and mobile banking services available to your membership, including, but not limited to, online statements that may or may not include information regarding your individual account(s) with us. We will have no liability for allowing joint account owners to access information regarding your individual account(s) via the Online Service using a valid joint Username and Password.

3. Eligibility for Access

You may sign up for the Online Service by visiting www.flcu.org. You understand that in order to use the Online Service, you must have an account in good standing with FCU and Online Service login credentials. Enrollment in and usage of the Online Service constitutes your understanding of, and agreement with, applicable requirements, including but not limited to requirements set forth herein. Not all of the products or services, or functionality of those products and services, described on the Site(s) are available in all geographic areas or for all members. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service.

4. Online Service Features

You may use the Online Service:

- a. Transfer funds between linked FCU 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 FCU 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 Service.
- g. Pay bills.
- h. Submit a skipped payment request.
- i. Manage your overdraft protection.
- j. Apply for and open new loans and accounts.
- k. **For business accounts**, submit ACH and wire transfer requests.

This list of services is not exclusive. Some of the above services may not be available for certain accounts or customers.

5. Availability

The Online Service is generally available 24 hours a day, 7 days a week, 365 days a year. However, Online Services may be temporarily unavailable without notice to you due to Site maintenance, account updates, or technical difficulties beyond our control and FCU will have no liability for any such unavailability. We only process transactions and update information on business days. Our business days are Monday through Friday, excluding Federal Reserve holidays.

6. Computer Equipment; Browser Access and Internet Services

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use the Online Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access the Online Service, and for the transmission and receipt of information using such Systems. You agree to comply with any System security requirement we may provide to you at any time. You acknowledge that you have requested the Online Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes,

or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third-party site where you may download software, we make no endorsement of any specific software, hardware or Internet service provider and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement. You will not use the Online Service in any manner so as to interfere with the operation of any Sites, FLCU's online banking service, or FLCU's digital platform.

7. Accessibility

FLCU provides Online Services that are enhanced and optimized, to FLCU's best ability, to conform to the informative guidance provided by WCAG 2.0 Level AA Success Criteria.

8. Passwords

You will be required to use a Username and password to access the Online Service. We may at our option change the parameters for the password used to access the Online Service ("Password") without prior notice to you, and if we do so, you will be required to change your Password the next time you access the Online Service. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Online Service, you agree to protect and keep confidential your Card number, account number, PIN, Username, Password, or other means of accessing your accounts via the Online Service. The loss, theft, or unauthorized use of your Card numbers, account numbers, PINs, Usernames, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line or draws on your credit card account. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Card numbers, account numbers, PINs, Usernames, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity, including any data aggregation service providers, to use the Online Service or to access or use your Card numbers, account numbers, PINs, Usernames, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used the Online Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-800-284-1144.

If you are a corporation, partnership, limited liability company, association, or some other form of business entity, you will have one Username and Password. It is your responsibility to ensure that this information is provided only to persons you authorize. You represent to us that each authorized representative and anyone else using your Username and Password has general authority from your company to give us instructions to perform transactions using Online Service.

9. Electronic Disclosures and Notices

You agree that by using the Online Service, all notices, disclosures, or other communications which we may be required to give you arising from our obligations under this Agreement or the Online Service may be sent to you electronically via the Online Service, any email address we have for you, or text message. These communications may include, but are not limited to, periodic statements and change in terms notices.

10. New Features

We may, from time to time, introduce new features to the Online Service or modify or delete existing features in our sole discretion. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

11. Online Service Fees

General access to the Online Service is currently provided to you at no additional cost. However, you may incur fees if you use or obtain some of the products or services available through the Online Service. To learn more about such fees, please refer to the specific terms and conditions applicable to each product or service or review the Fee Schedule. You will be responsible for paying any telephone company, text message, cellular data, or utility charges and/or Internet access service fees incurred while using telephone lines, mobile devices, and/or Internet access services to connect with the Online Service. If you use personal financial management software to access your accounts (such as Quicken® or Quickbooks®), a fee may be charged for the use of those services and additional service terms and conditions may apply.

12. Our Liability for Failure to Perform Transaction

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

- a. Through no fault of ours, your 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 your overdraft line of credit.
- c. The equipment, phone lines, or computer systems were not working properly or were temporarily unavailable.
- d. Circumstances beyond our scope of control, such as fire or flood, prevented the payment or transfer, despite reasonable precautions that we have taken.
- e. A court order or legal process prevents you from making a transfer or payment.
- f. We have a reasonable basis for believing that unauthorized use of your login credentials or designated account have occurred or may be occurring or if you default under any Agreement with us or if we or you terminate this Agreement.
- g. You have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.
- h. You do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.
- i. You do not instruct us soon enough for your transfer to be received and credited.

There may be other exceptions stated other contracts or disclosures between you and us.

13. Limitation of Liability; No Warranties

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER APPLICATION AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE OR OUR DIGITAL PLATFORMS, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE SERVICE IS AT YOUR SOLE RISK AND THAT THE ONLINE SERVICE AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE OR OUR DIGITAL PLATFORMS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

14. 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 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, 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.

15. Waiver

Any failure by FCU to enforce any of its rights under the Agreement or applicable laws shall not constitute a waiver of such right.

16. Severability

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

17. 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.

18. Limitation on Damages and Exclusive Remedy

You agree that your recovery for any allowable damages will be limited to actual damages and shall be limited, at our election, to: (1) a refund of any amount (if any) you paid for any service you did not receive or (2) correction or replacement of the any failed service. 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.

19. 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.

If you have any questions or comments, to request cancellation of payments and transfers, or to report unauthorized transactions, please contact us at Florida Credit Union, Electronic Banking Services, P.O. Box 5549, Gainesville, FL 32627-5549 or (800) 284-1144.

20. Other Agreements, Legal Compliance

In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either this service or products which may be accessed via this service, including, but not limited to, all account agreements, end user license agreements, and with all applicable State and Federal laws and regulations. To the extent any of the online 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. To the extent there is a conflict between the terms of this Agreement and your applicable account agreements with us, or any end user license agreements ("EULA") provided in conjunction with your use of the Software, the terms of your account agreement, or EULA, as the case may be, will control except as may be otherwise stated herein.

21. Termination or Cancellation

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to the Online Service, in whole or part, at any time for any reason without prior notice. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this

Agreement for all purposes. Upon termination, you shall immediately discontinue use of the Online Service and delete any applicable copies.

If you choose to cancel the Online Service, 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 is no longer linked to the Online Service, your Online Service will end, and any unprocessed payments will be canceled.

Your Online Service remain in effect until it is 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 Service and does not terminate your FCU accounts.

22. Assignment.

You may not assign this Agreement. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.

23. Disputes

In the event of a dispute arising under or relating in any way to this Agreement or to the Online Service provided under this Agreement, you and we agree to resolve this dispute by looking to the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

24. Privacy

Your privacy and the security of your information are important to us. Our Privacy Policy may be accessed and reviewed at https://www.flcu.org/FloridaCreditUnion/media/Documents/Florida_Credit_Union_Privacy_Policy.pdf. You agree that we may collect, use and share your personal information in accordance with the Privacy Policy, and to provide the Services you have requested and to maintain the Services.

25. Indemnity

You acknowledge and agree that you are personally responsible for your conduct while using the Online Service and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Online Service or the use of the Online Service by anyone using your Card number, account number, PIN, Username or Password or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). 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 will not settle any action or claims on our behalf without our prior written consent. Your obligations under this paragraph shall survive termination of this Agreement.

26. Electronic Notices and Communications

You agree to provide a valid email address so that we may send you certain information related to the Online Service. You agree that information you provide to us will be complete and accurate. You agree to notify us promptly if you change your email address, mailing address, or any other contact information.

By accessing the Online Service, you specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments and all other evidence of our Transactions with you or on your behalf electronically. To access these records, you must have a file reader, such as Adobe Acrobat®. You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. A fee for paper notices or disclosures, a statement reprint, or a check copy may be imposed. Also, you may withdraw your consent and revoke your agreement to receive records electronically by contacting us via mail or telephone.

27. Site Links

The Sites and the Online Service may contain links to other third-party web sites. We are not responsible for, nor do we control, the content, products, or services provided by linked sites. We do not endorse or guarantee the products, information or recommendations provided by linked sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third-party site may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is at your own risk.

28. Risk Of Loss

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

29. In Case of Errors or Questions About Electronic Transfers **(Consumer Accounts Only)**

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.

30. Liability Disclosure

You are responsible for all electronic fund transfer (“EFT”) transactions you authorize. If you permit someone else to use an EFT service, device, or your Password or PIN, you are responsible for any transactions they authorize or conduct on any of your accounts even if that person has exceeded your authority. If you have allowed someone else to use an EFT service, device, or your Password or PIN and want to terminate that person’s authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your Username or Password or take additional steps to prevent further access by such person. Except as otherwise provided in this Agreement, we will have no liability for honoring electronic transactions that are initiated using your Username and Password and have no duty to inquire whether a transaction using a valid Username and Password is authorized by you.

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).

This paragraph applies to consumer accounts only. 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, Password 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.

31. Mobile Services

Your enrollment in the Online Service may include access to some products and services through a mobile application or otherwise through the use of a mobile device or tablet device including via the Florida Credit Union app ("Mobile Services"). By using the Mobile Services, you agree to the following additional terms. You agree that we may send you information relative to Mobile Services through your communication service provider (e.g., your cellular, wireless, or Internet provider) in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to provide a valid phone number, email address or other delivery location so that we may send you certain information about your applicable account or otherwise related to the Mobile Services. If you have provided or provide a wireless telephone number(s) to us in connection with the Mobile Services, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. You agree to notify us promptly if you change your email address, telephone number, or any other contact information. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Services. Additionally, not all of the products, services or functionality described on the Site(s) and the Agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service, or functionality. Information available via the Mobile Services, including balance, transfer and payment information, may differ from the information that is available directly through the Online Service and Site(s) without the use of a mobile device. Information available directly through the Online Service and Site(s) without the use of a mobile device may not be available via the Mobile Services, may be described using different terminology (including capitalized terms used in the Agreement or on our Site(s)), or may be more current than the information available via the Mobile Services, including, but not limited to, account balance information. Conversely, the information available through the Mobile Services may be more current than the Online Service and Site(s). The method of entering instructions via the Mobile Services may also differ from the method of entering instructions directly through the Online Service without the use of a mobile device. Processing of payment and transfer instructions may take longer through the Mobile Services. We are not responsible for such differences, whether or not attributable to your use of the Mobile Services. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging and data rates imposed by your communications service provider. We are not responsible for any damages resulting from your failure to

comply with any terms and conditions provided by your communication service provider or any app store.

32. Alerts and Mobile Text Services

Your enrollment in the Online Service includes access to mobile text messaging related services (collectively, "Text Services") and Alerts. By receiving or otherwise using these services, you agree to the following additional terms for these services. The "Consent to Contact" terms contained in your Membership and Account Agreement specifically apply to Text Services. You agree that we may send messages ("Alerts") through your communication service provider (e.g., your cellular, wireless, or Internet provider) in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, email address or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. If you have provided or provide a wireless telephone number(s) to us in connection with the Mobile Services, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. You agree to notify us promptly if you change your email address, telephone number, or any other contact information. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

The Alerts and Text Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. You also understand that there may be a disruption in service when you change your communications service provider. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We neither guarantee the delivery nor the accuracy of the contents of any Alerts or the Text Services. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Alerts and Text Services. The Text Services are only available to customers who have an eligible account with us, and you may be automatically enrolled to receive certain Alerts. The types and frequency of your Alerts will be managed by you through the Online Service, and the Alerts and Texts Services may be stopped or suspended by you through the Online Service or by us at any time. While you have to have an eligible account to use the service, once it is activated, if you have other types of accounts with us, you may have access to those other accounts as well. There is no service fee for the Alerts and Text Services, but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging and data rates imposed by your communications service provider. Message and data rates may apply. Such charges include those from your communications service provider. For additional assistance with the Alerts and Text Services, contact customer service at 1-800-284-1144.

33. Account Information

Account information provided to you as part of the Online Service is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record. The Online Service information is generally updated regularly but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or failing to take, any action.

34. Our Right to Review Funds Processing

As a sender of instructions to transfer or collect funds using the Online Service, you acknowledge and agree that we may delay or cancel the execution of your online instructions and/or charge back the amount of any credit to the applicable account as we determine in our discretion or claim a refund from you for such amount for various reasons including fraud, duplicate payment, incorrect amount or incorrect recipient.

35. Payments and Transfers

You authorize us to charge your designated account(s) for any transaction accomplished through the use of the Online Service, including the amount of any payment or transfer that you make, and charges for the service. You authorize us to transfer funds electronically between your designated account(s) according to your instructions initiated through the Online Service. You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars. For security reasons, we may implement limits on the number or amount of transactions you can make using the Online Service. We also reserve the right to limit or suspend access to our Online Service as we deem necessary for security reasons. Withdrawals from savings transaction and money market accounts, including payments and transfers, made by means of preauthorized or automatic transfers and payments or telephone agreement, order or instruction are limited to a total of no more than six (6) during any calendar month. If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in the Online Service no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change. You may also call 1-800-284-1144 or write to us at Florida Credit Union, P.O. Box 5549, Gainesville, FL 32627-5549. If you call or write, you must do this in time for us to receive your request 3 business days or more before a preauthorized transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call. If you order us to stop a preauthorized recurring transfer from a consumer account as described above, and we do not do so, we will be liable for your losses or damages. Please refer to our Consumer Membership Agreement (https://www.flcu.org/FloridaCreditUnion/media/Documents/FCUOPFR0009-Electronic-Consumer-Membership-Agreement_1.pdf) or our Business Membership Agreement (https://www.flcu.org/FloridaCreditUnion/media/Documents/FCUOPFR0006-Electronic-Business-Membership-Agreement_1.pdf), as may be applicable, for the complete Electronic Funds Transfer Agreement and Disclosures.

36. Transfers Involving Insufficient Funds

If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any overdraft line), we may refuse to

complete the transaction. We may do this even if there are sufficient funds in accounts owned by you other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction, offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize and pay any applicable non-sufficient funds or overdraft fees that may apply to the transfer.

If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.³³ Esign Member Consent to Use Electronic Signatures and Documents

This disclosure contains important information that you are entitled to receive before you consent to receive electronic disclosures and to transact business with us electronically via mobile or online banking. Please read this disclosure carefully and print, email or save a copy for your records.

In this consent:

"We," "us," "our," "FLCU," and "Credit Union" means Florida Credit Union.

"You" and "your" means the person giving this consent, and also each additional account owner, authorized signer, authorized representative, delegate, product owner and/or service user identified on any Florida Credit Union Product that you apply for, use or access.

"Communications" means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.

"Electronic Service" means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), either now or in the future.

"Florida Credit Union Product" means each and every account, product or service we offer that you apply for, own, use, administer or access, either now or in the future. Florida Credit Union Products include Electronic Services.

The words "include" and "including," when used at the beginning of a list of one or more items, indicates that the list contains examples – the list is not exclusive or exhaustive, and the items in the list are only illustrations. They are not the only possible items that could appear in the list.

Certain laws require us to provide application disclosures, periodic account statements, and account notices to you, and you have the right to receive these on paper. According to the Electronic Signatures in Global and National Commerce Act (ESIGN), FLCU may provide this information to you electronically if we first present this ESIGN Member Consent to Use Electronic Signatures and Documents disclosure and obtain your consent to receive electronic disclosures and conduct transactions electronically.

Your Consent to Use Electronic Records and Signatures

In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form (“Electronic Records”). We may also use electronic signatures and obtain them from you as part of our transactions with you. Electronic Records may be delivered to you in a variety of ways

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

There are certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those Communications to you in writing. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this consent will automatically cover those Communications as well.

Right to Receive Paper Copies

If we provide Electronic Records to you, and you want a paper copy, you may contact the appropriate customer service unit and request a paper version. You will find the appropriate contact information in the account statement or agreement for the Florida Credit Union Product related to the Electronic Record. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to our fee schedule for any fee that may apply for paper copies.

Consent Coverage; Privacy Policy

Your consent covers all Communications relating to any Florida Credit Union Product. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new Florida Credit Union Product from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other Florida Credit Union Product.

You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on www.flcu.org or, with prior notice to you, on another website where we offer Electronic Services.

You May Withdraw Your Consent

You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of:

Your access to our Electronic Services, including online and mobile banking, and

Your ability to use certain Florida Credit Union Products.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

If you are receiving online account statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. Depending on the specific Florida Credit Union Product, if you withdraw consent we may charge higher or additional fees for that product or for services related to it. Please refer to the applicable agreement for any fee that may apply.

To withdraw your consent, contact us toll-free at 1-800-284-1144 or contact us by mail:

Florida Credit Union
P.O. Box 5549
Gainesville, FL 32627-5549

Updating Your Records

You agree to provide us with a true, accurate, and complete email address and other contact information related to the Online Services and your Florida Credit Union accounts. You must promptly notify us of any change in your email or other electronic address. You may change the email address on record for you by going online or contacting us at 1-800-284-1144. There may be other, special Florida Credit Products for which we provide separate instructions to update your email or other electronic address.

Hardware and Software Requirements

To receive Electronic Records, you must have access to:

- An up-to-date version of an Internet browser we support, or if accessing your Account through our mobile applications, one of the following operating systems: most two recent Apple iOS or later or most two recent Android OS later;
- A connection to the Internet or a mobile service provider;
- An up-to-date device or devices suitable for connecting to the Internet or for downloading our mobile applications or accessing our mobile websites;
- A current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader); and
- A computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.
- You must also have an active email address.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices.

We reserve the right to discontinue support of a current version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with Online Banking.

Changes to Hardware and Software Requirements

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the

change is reaffirmation of your consent. By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review electronic records, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your Florida Credit Union Products.

Your Enrollment in Electronic Services Using Our Equipment

If you enroll for an Electronic Service through one of our customer service representatives or using our equipment, your enrollment may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use electronic records and signatures under the terms of this ESIGN Consent.

By providing your consent, you are confirming that you have the hardware and software described herein, that you are able to receive and review electronic documents, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, and delegates identified in respect of your FLCU products and services.