

## Electronic Communications Agreement

**Please read this Electronic Communications Agreement ("Agreement") it contains important information.** This Agreement covers all of your accounts, products, and services with Central Florida Educators Federal Credit Union, and any other affiliates (collectively, "CFE", "we", "us", and "our") accessible, either currently or in the future, through Online Banking (whether accessed through a personal computer or mobile device, sometimes referred to as "Mobile Banking"), our websites, or other electronic means. This includes all accounts and services. The words "I", "you" and "your" mean each account holder, product owner and/or service user identified on an account, product or service.

### (1) Your Legal Rights

Certain laws and regulations require us to provide specific information to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first present this Agreement and obtain your consent to receive the information electronically. Your consent will also apply to any other person named on your account, product or service (collectively "account"), subject to applicable law. Since your account is provided online and uses electronic means to deliver some of this information, you must consent to this Agreement in order to use same. At times, we may still send you paper communications, but as a basic proposition we need to know that you are willing to receive communications electronically that we may otherwise be required to provide on paper and that you have the hardware and software needed to access to this information and that you are holding us harmless from providing same.

### (2) Types of Electronic Communications You Will Receive

You understand and agree that we may provide to you in electronic format only, by posting the information on the website where you access your account, through e-mail (if applicable and if you have provided a valid e-mail address), directly within Online Banking Message Center or other electronic means, agreements, disclosures, notices, and other information and communications regarding your account, the use of our websites or our other electronic services, your relationship with us, and/or other account, programs, products or services that are or may be in the future made available to you (collectively, "Communications"). Such Communications may include, but are not limited to:

- This Agreement and any updates;
- Service or user agreements for access to our websites or other electronic services, all updates to these agreements and all disclosures, notices and Communications regarding transactions you make;
- Disclosures, agreements, notices and other information related to the opening or initiation of an account including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or operation of an account or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Any notice or disclosure regarding an account such as a late fee, an overdraft fee, an overlimit fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee or a fee as a result of a stop payment;
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us;
- Our Privacy Policy and other privacy statements or notices (by posting such notices on our website);
- Certain tax statements or notices that we are required to provide to you, such as the annual IRS interest statements; and
- Certain information or forms that you submit electronically, such as signature cards, W-9s, or other agreements.

### (3) Setting Your Electronic Communications Preferences

**By entering into this Agreement, you are not changing your current preference for receiving statements via paper or electronic format.** After you consent to this Agreement, you will still be able to set your preference to receive certain Communications in (1) electronic format only; or (2) paper format only. Setting your Communications preferences may not be available for all products, accounts or services. Communications you receive electronically will be governed by this Agreement.

### (4) Types of Communications You Will Receive in Paper

This Agreement does not apply to any communications we determine, in our sole discretion that we choose to deliver in paper form rather than electronic form. Such communications shall be mailed to the primary address for you in our records or otherwise delivered as required by law or the governing agreement.

## (5) Hardware and Software Requirements

While you may be able to access and retain the Communications using other hardware and software, we currently support the following minimum requirements:

Windows Minimum Requirements	Mac Minimum Requirements	Mobile Minimum Requirements
<ul style="list-style-type: none"><li>Windows 8.1 or newer</li><li>Current stable version of Edge, Chrome, Firefox, or Internet Explorer</li></ul>	<ul style="list-style-type: none"><li>Mac OS X 10.10 or newer</li><li>Current stable version of Safari or Chrome</li></ul>	<ul style="list-style-type: none"><li>iOS 8 or newer</li><li>Windows mobile OS 8 or newer</li><li>Android 4.1 or newer</li></ul>

Most Communications provided within our websites are provided either in HTML and/or PDF format. Some areas of our site may require Macromedia Flash or Adobe Acrobat Reader. For Communications provided in PDF format, Adobe Reader is required - A free copy of Adobe Reader may be obtained from the Adobe website at [www.adobe.com](http://www.adobe.com).

In certain circumstances, some Communications may be provided by e-mail. You are responsible for providing us with a valid e-mail address to accept delivery of Communications. At our option, we may also post the emailed Communications within our websites. In this situation, you agree that once we email the Communications to you and post them within our websites, that we have delivered the Communications to you in a form that you can retain.

To print or download Communications you must have a printer connected to your device or sufficient hard-drive or other storage space to store the Communications.

## (6) How to Withdraw Your Consent to this Agreement

Subject to applicable law, you may withdraw your consent to this Agreement by calling (800) 771-9411 or in Orlando at (407) 896-9411, or in writing to CFE Federal Credit Union, Attn: Contact Center, 1000 Primera Blvd., Lake Mary, FL 32746 with your name and mailing address.

For Online Banking, if you withdraw your consent to this Agreement we may stop providing you with Communications electronically and we may terminate your Online Banking access. Your withdrawal of consent is effective only after you have communicated your withdrawal to us. Your consent shall remain in force until withdrawn in the manner provided in this section. **Remember that you can always set your Communications preferences as described in Section 3 above without withdrawing your consent to this Agreement.**

**Consent Coverage; Certain Notices From You Are Not Covered.** Applicable law or contracts sometimes require you to give us "written" notices. You must still provide these notices to us on paper. Your consent here does not relate to those notices.

## (7) Online Banking Agreement

Accessing Online Banking services constitutes acceptance of this Agreement, the Remote Deposit Capture Agreement, the Electronic Funds Transfer Disclosure, the Fee Schedule and all of the terms and conditions contained in the Important Account Information for Our Members brochure, which is incorporated herein by reference and that was previously provided to you when you opened your account. Additionally, you agree with our E-Sign Disclosure and electronic communication as a method of delivery of any notice of amendments or disclosure. Please enter your USER ID and Password to log in. Online Banking services are provided through a secured connection. If you need assistance, please call (407) 896-9411 (Orlando), or (800) 771-9411 (outside Orlando.)

You agree that you will log in to Online Banking regularly to ensure you receive all appropriate notices and Communication.

## (8) Electronic Fund Transfers

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or share savings account(s).

- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking, share savings, or money market account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

**Online Banking Computer Transfers - types of transfers** - You may access your account(s) by computer by internet access to mycfe.com and using your personal identification number and your account numbers, to:

- transfer funds from checking to checking
- transfer funds from checking to share savings
- transfer funds from share savings to checking
- transfer funds from share savings to share savings
- transfer funds from line of credit to checking
- transfer funds from line of credit to share savings
- make payments from checking to loan accounts with us
- make payments from checking to third parties
- make payments from share savings to loan accounts with us
- get information about:
  - the account balance of checking accounts
  - the account balance of share savings accounts
  - loan balances, cross account transfers, changing PIN number, account histories, dividends earned, check cleared status, and withdrawals by draft by mail to member's address of record

**Health Savings Accounts (HSA).** We permit some electronic fund transfers to and/or from your HSA. The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA - for example, depositing more than the allowable amount, or getting additional cash back on an HSA debit card transaction - can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with us, it is a good practice to make sure you are using the correct access device (such as a card) or accessing the appropriate account for the transaction. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

#### FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for a preauthorized payment made from your account(s).
- Please refer to our separate fee schedule for additional information about charges.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

#### DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 407-896-9411 (Orlando) or 800-771-9411 (outside Orlando) to find out whether or not the deposit has been made.
- **Periodic statements.**
  - You will get a monthly account statement from us for your checking accounts.
  - You will get a monthly account statement from us for your share savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

#### PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
  - Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14

days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.

### CONFIDENTIALITY

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

1. where it is necessary for completing transfers; or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. as explained in the separate Privacy Disclosure.

### UNAUTHORIZED TRANSFERS

#### (a) Consumer liability.

• *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. 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 you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, 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 you lost after the 60 days if we can prove that we could have stopped someone from taking the money 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.

• *Additional Limit on Liability for Visa Debit Card (Check Card).* Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa Debit Card (Check Card). This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by VISA®.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call inside the United States 800-654-7728 and outside the United States 727-299-2449, or write us at the address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check or draft without your permission.

### ERROR RESOLUTION NOTICE

In Case of Errors or Questions about Your Electronic Transfers, Call or Write us 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 the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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 the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

CENTRAL FLORIDA EDUCATORS FEDERAL CREDIT UNION  
Attn: CONTACT CENTER  
1000 PRIMERA BOULEVARD  
LAKE MARY, FL 32746  
407-896-9411 (Orlando) or 800-771-9411 (outside Orlando)

(9) Electronic Signature

By selecting the "I Agree" button below, you consent and agree that your User ID and Password which were used to access this page constitute your signature, acceptance and agreement to the terms and conditions provided on this page, 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 CFE. You also agree that CFE may accept a similar electronic signature from you using the same terms in the future for other agreements

**Rev: 10/26/2018**