

# **JAX FEDERAL CREDIT UNION**

## **Money HQ Agreement**

### **IMPORTANT INFORMATION ABOUT THIS AGREEMENT:**

**YOU ARE PREPARING TO RECEIVE REQUIRED CONSUMER DISCLOSURES IN AN ELECTRONIC FORM. THEREFORE, THIS AGREEMENT SERVES THE FOLLOWING TWO PURPOSES:**

- OBTAIN YOUR AFFIRMATIVE CONSENT TO RECEIVE THE REQUIRED CONSUMER DISCLOSURES IN ELECTRONIC FORM AND PROVIDE YOU WITH A CLEAR AND CONSPICUOUS STATEMENT ABOUT YOUR RIGHTS IN REGARD TO RECEIVING ELECTRONIC CONSUMER DISCLOSURES AS OUTLINED IN THE ELECTRONIC RECORDS AND SIGNATURES IN COMMERCE (E-SIGN) ACT, AND;
- PRESENT YOU WITH THE REQUIRED CONSUMER DISCLOSURES FOR THE MONEY HQ SERVICE.

### **CONSENT TO RECEIVE ELECTRONIC DISCLOSURE**

BY CLICKING THE "I AGREE" BUTTON BELOW YOU ARE AFFIRMATIVELY CONSENTING TO RECEIVE THE REQUIRED DISCLOSURE IN ELECTRONIC FORM.

## **Introduction**

**Welcome to JAXFCU's Money HQ**, the next generation of online personal finance management. With our fully interactive Money HQ service (the "**Money HQ Service**") you may perform any of the following functions:

- Aggregate information from all your online financial accounts
- Electronically transfer funds between any of your JAXFCU accounts and any of your accounts at other financial institutions
- Electronically send funds to another person at this or another financial institution
- Consolidate, organize and present bill information from credit card companies, utilities and other organizations offering online viewing of bills
- Receive balance & due date alerts

Some of these features may not be available, or may have limited functionality, due to limits of applicable law, the ability of JAXFCU to obtain online financial information from other financial institutions, and the terms and conditions contained in the agreements governing your existing accounts.

## **Electronic Communications**

**JAXFCU Money HQ Service** is an electronic internet based service. Therefore, you understand that this Agreement will be entered into electronically.

- You have the right to have this disclosure provided or made available on paper or in non-electronic form;

- You have the right to withdraw the consent to have the disclosure provided or made available in an electronic form, but this will result in the termination of your Money HQ service;
- The consent to receive electronic consumer disclosures applies to all future required consumer disclosures in connection with the Money HQ service;
- You can update your electronic contact information by using the User Maintenance function within the service or calling the Customer Service number noted in this document;
- After clicking the “I Agree” button, you may request a paper copy of this consumer disclosure by visiting our website or calling the Customer Service number noted in this document;
- You understand that to access and retain this disclosure and to use the Money HQ service, you must have the following: a PC with an Internet browser that has “cookies” enabled and supports 128 bit encryption, an Internet connection for the PC, an e-mail address, and either a printer or sufficient electronic space to store this disclosure.

## **Description of Features**

### **Aggregation of Online Financial Accounts**

You may use your Money HQ Service to consolidate, organize and present certain information from your accounts at JAXFCU and with third parties such as banks, credit unions, brokerages, credit card providers, billers, and other sources of financial information (“Information Providers”) on secure web pages. For each of your registered accounts on the Service you will need to provide your User ID, password and/or personal information numbers (PINs) so that JAXFCU can retrieve your account information. Based upon your setup instructions for each account, the information can be retrieved on a daily, on-login or on-demand basis.

### **Funds Transfers**

You may use your Money HQ to make transfers between one of your accounts at JAXFCU and one of your accounts at another financial institution. You may also use the Service to send money from one of your accounts to another person by email, whether the recipient’s account is held at JAXFCU or another financial institution.

### **Presentment of Bills**

You may use your Money HQ Service to consolidate, organize and present bill information from other service providers that offer online account information. Based upon JAXFCU’s capability to access and aggregate online financial account information about your service provider accounts, a summary of your bill will be displayed on your Money HQ Service if the account has an amount due greater than zero and the due date is in the future or a limited days in the past.

### **Alerts**

You may use your Money HQ Service to create email alerts about your online financial information. The alerts may be based upon going above or below a balance threshold or a due date for a bill.

## **Setup of the Service**

To begin using your Money HQ Service, there are some preliminary legal and informational requirements that need to be completed.

## **Account Information**

It is necessary for JAXFCU to access third party Web sites and databases containing information regarding your accounts and financial relationships to provide certain of the features included in the Money HQ Service. JAXFCU regards your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us.

## **Withdrawing Consent for Electronic Disclosures**

You have the right to withdraw your consent to receive electronic disclosures related to the Money HQ service. However, this will result in the termination of your Money HQ service. To withdraw your consent please call customer service at 904-475-8000.

## **Electronic Contact Information**

In order to keep you informed of changes to this disclosure, we must distribute the new disclosure to you when changes are made. We will distribute the new disclosure to the electronic mail address you register with the Money HQ service. If an email is returned as “undeliverable”, we will deliver to a secondary electronic mail address, if we have one on file, or, if there is no secondary electronic mail address, we will send a hard copy of any changes to your physical mail address that is on record with us. In order to ensure timely notification of any changes, please notify us on a timely basis of a change in your electronic mail address or physical mail address.

## **Test Transactions**

Once you are approved for the Money HQ Service we may verify the accounts that you add to the Money HQ Service for transfers from time to time. We may use one or a combination of two methods to verify account ownership.

You authorize us to validate the accounts through the use of a test transfer, in which one or more low value payments will be both deposited to and deducted from the account. The test deposit will always occur before the test deduction, and the deduction will always be of the same or lesser amount as the deposit, so that the balance in any of your accounts will never be less than the actual balance. Once the test transfer is complete we may ask you to access your accounts to tell us the amount of the test deposit or deduction or any additional information reported by your financial institution with this test transfer.

We may also verify accounts through requiring the entry of information you ordinarily use to access the account provider’s Web site, or by requiring you to submit proof of ownership of the account.

## **Privacy and Security**

You can see a full description of our privacy and security policies by clicking on the “Privacy Policy” and “Security Policy” links on the help page for the Money HQ Service. As is more fully described in the “Security Policy” link, we have multiple levels of security that have been designed especially for us and all of your personal and financial information will be placed on a secure portion of our website. We do not use any persistent “cookies” on the

browser to store any personal information.

As discussed in more detail in the “Privacy Policy” link, we will only disclose information to third parties about your account or the transfer you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

### **Terms and Conditions**

Because your Money HQ Service involves a wide range of new responsibilities to be performed by JAXFCU, there are terms and conditions related to your usage of the Money HQ Service. When you click on the “I Agree” button at the bottom of the terms and conditions page, you will complete an application to receive the Money HQ Service, and you will indicate your acceptance of those terms and conditions. If you do not agree to all of the terms and conditions listed on that page, click on the “I Disagree” button and you will not be entitled to use the Service. JAXFCU will evaluate your application based on specific criteria, and may accept or reject your request to use the Money HQ Service. In any event, the acceptance or rejection of your application to use the Money HQ Service will not affect your existing services with JAXFCU.

### **Errors and Corrections**

We must rely on the information provided by you to provide the Money HQ Service, and other financial institutions and service providers rely on that information as well. If you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such instructions, but we may not be able to do so. Please contact customer service at 904-475-8000 for instructions on how to report errors and corrections.

### **Getting Started**

To get started, please review the following terms and conditions of the Money HQ Service. If you agree to the terms and we accept your application, you are ready to begin using the Money HQ Service!

### **Terms and Conditions**

This Agreement (the “Agreement”) represents the terms and conditions governing the Money HQ and is between JAXFCU and you as a consumer of the Money HQ Service. Any references to “we”, “us” or “our” includes any agent, independent contractor, designee, or assignee that JAXFCU involves in the provision of the Money HQ Service, and any references to “you”, “your” or “yours” includes you and any person authorized by you to access the Money HQ Service. To use the Money HQ Service you must be at least eighteen (18) years old and be a resident of the United States. This Agreement includes the information and obligations set forth in the preceding Introduction section and the following Errors/Corrections section. Please review those pages to ensure that you understand the full scope of rights and responsibilities associated with the Money HQ Service.

## **Acceptance**

You must click on the “I Agree” button below in order to be eligible to use the Money HQ Service. If you do not agree to all of the terms of this Agreement, click on the “I Disagree” button or close the browser window. If you do not click on the “I Agree” button, you will not be bound by this Agreement and you will not incur any fees or obligations with respect to the Money HQ Service. When you click on the “I Agree” button, you will complete an application to receive the Money HQ Service and you have:

- agreed to the terms of the Agreement;
- agreed to accept the contract in this electronic form; and
- demonstrated that you can access the disclosure in this electronic form.

Additionally, this Agreement will represent a legally binding agreement between you and us. We may reject your application for any reason, and if we do, the legally binding contract between you and us will be terminated, and you will no longer have any obligation under this Agreement.

## **Changes**

At any time we will have the right to change the terms of this Agreement, but we must notify you of any material change through the communication methods listed below. If you continue to use the Money HQ Service after we notify you of any change, you will have indicated your acceptance of the changes to this Agreement and agree to be bound by the amended Agreement. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Service, you can unsubscribe through the application by going to the profile tab, clicking the Money HQ unsubscribe link and following the directions. You will be required to insure there are no outstanding transactions in order to unsubscribe. If you have outstanding transactions at the time you wish to unsubscribe, you must either cancel the transactions or wait for them to complete before you unsubscribe. When you unsubscribe, you will terminate this Agreement and your right to use the Money HQ Service. Unsubscribing will not relieve you of any obligations that you incurred before you unsubscribed. In addition, we may make changes to the types and features of the Money HQ Service. At the time any new features are offered, we may evaluate your suitability for those new features, and if we determine that you are not eligible then those new features or services will not be made available to you. If you are not eligible, you will not be subject to any fees or obligations under those new features or services. We reserve the right to charge additional fees for the use of the any additional features that we may introduce. You are responsible for paying all fees associated with your continued use of the Money HQ Service.

## **Fees and other Deductions**

### **Schedule of Fees**

- There is a per transaction service fee of \$2.95 for the use of the Money HQ Service for outgoing transfers.
- There is no fee for incoming transfers to your JAXFCU account.
- For each next day transfer, you will be assessed an additional fee of \$9.95.

## **Payment Authorization**

You authorize us to deduct all fees that you incur for the Money HQ Service (“**Fees**”) from your primary account held with us. The outgoing transfer service fee will be deducted from your account at the time of transfer. For next day transfers, the fee will be deducted from the account you are transferring funds from at the time of the transfer. In the event that an insufficient or uncollected funds return occurs in connection with a funds transfer and we cannot collect the fee, we reserve the right to deduct the uncollected amount from you. To effect this collection, you authorize us to debit any of your accounts held with us. If you do not have sufficient funds in your accounts with us to pay for any Fees or any other amounts when they become due, you authorize us to select any means necessary to collect the Fees. You understand that to effect the collection of Fees or other amounts we may utilize electronic funds transfer networks to deduct the amount from any of your accounts connected to the Money HQ Service from which you are authorized to transfer funds.

## **Authorizations**

### **Access**

In order for us to provide the Money HQ Service, we will request certain information from you (such as user IDs, passwords, account numbers) regarding your accounts and financial relationships that you designate to be part of the Money HQ Service (“**Third Party Accounts**”). In addition, we will need to access third party Web sites and data bases containing information regarding your Third Party Accounts to perform certain of the Money HQ Services. You authorize us to (i) use any information you provide to us about your Third Party Accounts, (ii) access any Third Party Accounts, (iii) retrieve any information from the providers of those Third Party Accounts and (iv) use any information we obtain about your Third Party Accounts as you request or as necessary to perform the Money HQ Services.

### **Agency**

For as long as you are using the Money HQ Service, you grant us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, in connection with your accounts at JAXFCU and any Third Party Accounts. As your agent, you grant us the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with the Money HQ Service, as fully to all intents and purposes as you might or could do in person. You understand that we may provide certain of your information to third parties in connection with providing the Money HQ Service, such as may be required to verify funds transfer instructions.

### **Joint Accounts**

If any of the accounts that you register under the Money HQ Service is a joint account, you confirm that your joint account holder has consented for you to use that accounts with the Money HQ Service. We will end your use of the Money HQ Service if any joint account holder notifies us that (i) they never consented to your use of the Money HQ Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

### **Additional Information**

We may obtain such additional information as we deem reasonably necessary to insure that you, or persons to whom you may transfer funds, are not using the Money HQ Service in violation of applicable law, including laws and regulations designed to prevent “money laundering” or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

### **Electronic Communications**

The Money HQ Service is an electronic, Internet based-service. This Agreement will be entered into electronically, and all communications associated with this Agreement and the Money HQ Service may be provided by electronic means and will be considered to be “in writing”, including:

- This Agreement and any amendments, modifications or supplements to it.
- Your records of funds transfers and other transactions through the Money HQ Service, including without limitation confirmations of individual transactions.
- Any initial, periodic or other disclosures or notices provided in connection with the Money HQ Service, including without limitation those required by federal or state law.
- Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Money HQ Service.
- Any other communication related to the Money HQ Service.
- Although we may provide communications to you in paper format at any time, you agree that we are under no obligation to do so. You should print a paper copy of this Agreement and any electronic communications that are important to you and retain the copy for your records.

### **Delivery of Communications.**

Communications may be posted on the pages of the Money HQ Service website, another website disclosed to you or delivered to the e-mail address you provide to us. Any electronic communication sent by e-mail will be deemed to have been sent and received by you when our e-mail server directs the e-mail message to the appropriate e-mail address, whether or not you received the e-mail. If any communication is sent in paper form by traditional mail, it will be deemed to have been sent when postmarked and will be deemed to have been received no later than five Business Days (defined below) after it was postmarked.

### **Terms Specific to Funds Transfers**

#### **General Limitations**

We reserve the right to decline to effect any funds transfer, to submit any funds transfer instructions or orders or to carry out change or cancellation requests. Some of the funds transfer services may not be available at all times. For example, the Money HQ Service will process requests for transfers Monday through Friday, excluding holidays that we observe (“**Business Days**”). Please ensure that you have sufficient funds to effect any funds transfers from your accounts; if you lack sufficient funds we can refuse to complete the transfer. We may at any time decline to effect any funds transfer that we believe may violate applicable law. In addition, not all types of accounts are eligible for funds transfer because of legal limitations and restrictions imposed by the institution providing the

account. Be sure to check with your financial institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your account or those imposed by applicable law.

### **Transfers subject to the Rules of the Accounts**

All funds transfers under the Money HQ Service are subject to the rules and regulations governing the relevant accounts. There may be rules that limit the number or dollar amount of permitted transfers, and we will not be responsible for any consequences that occur if you attempt to make transfers in excess of those limits. You agree not to use the Money HQ Service to effect any funds transfers from or to an account that are not allowed under the rules or regulations applicable to such accounts, including rules or regulations designed to prevent the transfer of funds in violation of the rules and regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

### **Money HQ Service Transfer Limits**

In general, the Money HQ Service does not limit the number of funds transfers you may make, but does limit the dollar amount that may be transferred in a single transfer or that may be transferred in a set period of time. For security and risk management reasons, from time to time we may modify the limits to the frequency or amount of transfers you can make using the Money HQ Service. In any event, funds transfers in excess of the then-applicable limits will not be completed.

### **Transfer Process**

To complete a funds transfer between accounts at different financial institutions we utilize electronic funds transfer networks to debit (deduct from) one of your accounts and credit (deposit to) another of your accounts or an account of the intended transfer recipient. To transfer funds, we deduct the amount to be transferred from the source account and then wait for a customary period of time before depositing the transfer into the destination account, to be certain that the debit (deduction) will not be returned. This means that, under most circumstances, transferred funds will not be available to the recipient for the period during which we are waiting for the debit to “clear”, usually three or four Business Days. If the debit side (deduction) fails or is returned for any reason (insufficient funds, for example), we will be entitled to cancel the transaction and not complete the transfer. Because we don’t always wait for confirmation before completing a funds transfer, it is possible for the debit side (deduction) of the transfer to fail or be returned and the credit side (deposit) to have already been released. If that occurs, you authorize us to revoke the transfer, if possible, or to separately deduct the amount of the transfer from the transfer destination account. If the funds transfer was sent to an account outside of your control, you authorize us to deduct the amount from any of your accounts that is attached to the Money HQ Service. You understand and agree that in the event we are unable to execute your funds transfer request utilizing electronic funds transfer networks, we may utilize other established payment mechanisms in order to complete your funds transfer instructions, such as wire transfer or check. If you have requested a funds transfer from one of your accounts to a third person recipient, you must provide us with a true, correct, and current email address for that person. We will contact the recipient and request certain information, such as the account number and financial institution into which the funds are to be transferred. If the recipient fails to provide adequate information, we will notify you and cancel the transfer.

### **Suspension and Reinstatement of Funds Transfer Service**

We may suspend your right to use the funds transfer features of the Money HQ Service, immediately and without prior notice to you. We may need to take this action to protect ourselves from financial loss, for example if you request funds transfers when you have insufficient funds to cover the transfer. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods discussed in Errors/Corrections Section. We reserve the right in our sole discretion to grant or deny reinstatement of your use of the funds transfer features of the Money HQ Service. In the event we agree to reinstate you, we reserve the right to initially reinstate your Service subject to restrictions that otherwise would not apply, such as lower per-transaction and monthly dollar limits. Based upon your subsequent usage of the Money HQ Service, we may thereafter rescind some or all of those limitations.

### **Your Warranties**

You warrant and represent that the information you are providing us with is true, correct and complete. We are not obliged to take any steps to confirm or authenticate any instructions given by you and, assuming they are permitted under the Money HQ Service, we will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. In addition, if any information you provide is untrue, inaccurate, not current or incomplete, we may recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

You agree not to impersonate any person or use a name that you are not authorized to use. You represent and warrant to us that you have the right to authorize and permit us access to your Third Party Accounts, you assure us that by disclosing the information to us and by authorizing us to use such information to access your Third Party Accounts, you are not violating any third party rights. You agree to promptly update your registration records if your e-mail address or other information changes. You agree to update your records, such as your e-mail address, using the Money HQ Service through the Profile section of the Service. You warrant that you will not use the Money HQ Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Money HQ Service or interfere with any other party's use and enjoyment of the Money HQ Service. You represent and warrant to us that you have enough money in the applicable accounts to make any funds transfer you request that we make on your behalf through the Money HQ Service.

### **JAXFCU's Liability**

If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an account or if we cause funds from an account to be transferred to any account other than the account or recipient's account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account or intended recipient's account. We are liable for any losses and damages arising from our gross negligence or willful misconduct or if we breach a representation or warranty to you.

### **Limits of JAXFCU's Responsibilities**

In connection with the Money HQ Service, we are acting at all times as your agent with respect to any interactions with third parties. Your relationship with each Third Party Account provider is independent of us, and you are ultimately responsible for any actions that we take on your behalf while providing the Money HQ Service. We have no control over, and will not be responsible for, any acts or omissions by the financial institution or other provider of any Third Party Account. We are not liable for any costs, fees, losses or damages of any kind incurred as a result of (1) our access to the Third Party Accounts; (2) our retrieval of or inability to retrieve information from the Third Party Accounts; (3) any inaccuracy, incompleteness or misinformation contained in content retrieved from the Third Party Accounts; (4) any charges imposed by the provider of any Third Party Account; (5) any failure of a third party financial institution's information technology system that results in our inability to retrieve information or complete a transfer; or (6) you not having enough money to make a funds transfer and the funds transfer is not completed or is later reversed. As part of the Money HQ Service, when we interact with other financial institutions on your behalf we may use transfer and security procedures agreed between you and the other financial institution or those agreed between us and the other financial institution. You agree that your transfer instructions constitute authorization for us to complete the transfer, regardless of the actual process used. We may authorize any financial institution at which you have an account to accept funds and transfer instructions without verifying the instructions under the established security procedures. We may authorize such financial institutions to charge and debit your accounts based solely on these communications. If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers. You are responsible for ensuring timely payment of all bills. We are not responsible for the accuracy of your electronic bill(s); we only present the information we receive or retrieve from the party that is billing you. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the party billing you. This Agreement does not alter your liability or obligations that currently exist between you and any party whose bills you pay using the Money HQ Service.

EXCEPT AS EXPRESSLY SET FORTH ON OUR WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MONEY HQ SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE MONEY HQ SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM ANY ACCOUNTS OR THAT THE MONEY HQ SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE MONEY HQ SERVICE, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Service Discontinuation**

We may discontinue the Service, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to applicable law, to terminate your right to use the Service at any time and for any reason. You may terminate your use of the Money HQ Service at any time by calling Customer Service at 904 475-8000. Once your use of the Money HQ Service has been terminated for any reason, you will have no further right or access to use the Money HQ Service, and thereafter we will not be responsible for performing or maintaining any feature of the Money HQ Service on your behalf for any reason. Once you notify us that you wish to cease using the Money HQ Service as provided in this Agreement and we have a reasonable opportunity to act on that notice, the limited power of attorney created by this Agreement is automatically revoked.

### **Indemnification**

You agree to indemnify, defend and hold us harmless from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the Money HQ Service; our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement; or your violation of this Agreement.

### **Errors/Corrections/Claims**

#### **Unauthorized Access/Transfers**

Notify us AT ONCE if you believe your password has been lost or stolen or if you believe someone has transferred or may transfer money from your account without your permission. Telephoning us at 904-475-8000 promptly is the best way to protect yourself from possible losses. If you never tell us, you could lose all of the money in your. However, if you tell us within two Business Days, you can lose no more than \$50 if someone used your password without your permission. If you do NOT tell us within two Business Days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

#### **Error Reporting Process**

In case of errors or questions about the Money HQ Service, funds transfers or incorrect statements, write to us at JAXFCU ATTN: Online Department, P. O. Box 2357, Jacksonville, FL 32232 or telephone us at 904-475-8000. We must hear from you no later than 60 days from the date we emailed or mailed to you the FIRST statement on which the problem or error appeared.

In your communication of the potential error or question,

1. Tell us your name, and the account number of the Account to which the error relates.
2. 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.
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 we committed an error within 10 Business 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 to investigate your complaint or question.

If we take the additional 45 days, we will adjust the applicable accounts within 10 Business Days for the amount you believe is in error, so that you or your intended recipient will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within 10 Business Days, we may not adjust the applicable accounts.

We will tell you the results within three Business Days after completing our investigation. If we decide that we did not make an error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of other financial institutions. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the intended recipient of funds. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.