

JAX FEDERAL CREDIT UNION

ONLINE BANKING AGREEMENT FOR PERSONAL ACCOUNT MEMBERS

(Please read this Agreement and retain it for your records)

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 ONLINE BANKING 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. This Online Banking Agreement ("Agreement") between Jax Federal Credit Union ("JAXFCU") and you governs your use of JAXFCU's online banking service for accessing your eligible accounts, banking, bill payment and other financial services as described herein ("Online Services") and contains the terms and conditions for use of such Services. By signing the application, you agree, as our Member, to be bound by the terms hereof and such other terms and conditions as shall be imposed from time to time by JAXFCU on notice to you, as provided herein. By using the Online Services, you agree to abide by the terms and conditions of this Online Banking Agreement.

Definitions. In this Agreement, the following terms have the meanings described herein: Account means a bank Account, including a Credit Account or Deposit Account, you have or may have at JAXFCU that you have designated for access under the Services and which is an Eligible Account. The applicable Account Disclosure Statement also governs each of your Accounts at JAXFCU.

Account Disclosure Statement means JAXFCU's standard terms and conditions that apply to the applicable Account.

Agreement means this Agreement, all supplements hereto and all other agreements referred to herein or incorporated by reference herein.

Available Balance means the balance in an Account after crediting only those deposits that have been collected and made available to JAXFCU, which shall include deposits that have been made available to you under JAXFCU's Funds Availability Schedule.

Bank, we, us and our mean JAXFCU and its various branches.

Branch means a branch office of JAXFCU.

Business Day means any day other than a Saturday, Sunday or Bank Holiday.

Credit Account means one of the Accounts described as a "Credit Account" listed under

Eligible Accounts.

Credit Line means any line of credit you have or may have at JAXFCU that you have designated as a credit line to be accessed under the JAXFCU Online Banking Services.

Deposit Account means one of the Accounts described as a "Deposit Account" described under Eligible Accounts.

JAXFCU means Jax Federal Credit Union.

JAXFCU Business Address means the address listed under JAXFCU Contact Information or such other address that JAXFCU shall designate from time to time.

JAXFCU Online Banking means utilization of the Services under this Agreement to conduct banking transactions through the JAXFCU Website. JAXFCU Online Banking Member Support means the Member service representatives at JAXFCU designated to provide Online Banking Member Support.

JAXFCU Online Banking Services means the Services described herein, as modified and amended hereunder.

JAXFCU Telephone Number means the telephone number listed under JAXFCU Contact Information or such other telephone number that JAXFCU shall designate from time to time.

JAXFCU Website means the website established by JAXFCU on the Internet having the URL address indicated under JAXFCU Contact Information.

EBP means Electronic Bill Payment.

EBP Account means the Account maintained by you at JAXFCU, described under Eligible Accounts, through which you agree EBP transactions shall be conducted and the Account from which funds will be withdrawn to make Electronic Bill Payments. In most cases, a JAXFCU Checking account may be utilized as an EBP Account.

EBP Information means the identification of payees, payments and other relevant applicable EBP information provided by you from time to time by EBP Notification or otherwise.

EBP Notification means electronic or other notification, in a form as shall be determined by JAXFCU from time to time, by which you will instruct JAXFCU of your desire to conduct EBP transactions and will identify relevant EBP Information for each applicable payee.

Electronic Bill Payment Services or EBP Services means the Services made available by JAXFCU under this Agreement for Electronic Bill Payment.

Electronic Bill Payment or EBP means the use of a computer, Web Browser, and Password to pay a bill or make any other payment to a Payee from your EBP Account.

Eligible Account means one of the Accounts to which JAXFCU from time to time allows access via JAXFCU Online Banking. You cannot transfer funds from a cash reserve, home equity, mortgage or credit card account.

Funds Availability Schedule means the schedule that sets forth the availability of funds deposited to your Account(s). It provides information to allow you to determine when funds you deposit or receive for credit to your Account(s) are available for transfer or withdrawal.

Online Banking means the use of a computer, Web Browser and Password to conduct, by access to the Services, banking transactions hereunder, including, without limitation, Electronic Bill Payments, if such Service is selected by you pursuant to the notification provisions hereof.

Online Banking Services means the Services described herein that are provided to approved JAXFCU members under this Agreement to enable such members to conduct the banking transactions described herein through the JAXFCU Website.

Password means the personal identification code that has been selected by you to use in accessing your Accounts through JAXFCU Online Banking (and any change to that Password that you have made) and that you must have to conduct Online Banking.

Payee means the person or merchant (for example, another bank where you have your mortgage or the power company) to whom an Electronic Bill Payment or other payment is made payable.

Payment Transmit Date means the date that you select to make an Electronic Bill Payment, which date is the date the funds are deducted from your EBP Account, or the next Business Day, and should be at least 7 to 10 Business Days before the payment needs to be received by the Payee.

Services means the Online Banking Services and other services available hereunder.

Statement Account means a checking, savings, money market or other Account for which transaction activity is reported to the accountholder on a periodic statement.

Statement Balance means the balance in an Account after crediting all deposits (including deposits that have not yet been collected by JAXFCU) and deducting all withdrawals.

URL means Uniform Resource Locator. The URL is the address used to define the location of a resource on the Internet.

Username means the name or number assigned to you by JAXFCU that will allow you to access your Accounts using JAXFCU Online Banking.

Web Browser means the versions of the commercially available application programs that have been approved by JAXFCU for use with JAXFCU Online Banking to look at and interact with all the information on the Internet and the World Wide Web, including the information contained on the JAXFCU Website. Web Browsers use the Hypertext Transfer Protocol to make requests of Web servers throughout the Internet on behalf of the browser user.

You and your mean each person who is authorized to have access to your Account(s) through JAXFCU Online Banking in accordance with the terms of this Agreement. Any reference to a time in this Agreement (e.g., 10:00 p.m.) shall be to Eastern Standard Time.

Types of Transfers and Services Available. You may use JAXFCU Online Banking Services to do the following:

Balance Inquiries - Inquire as to the balance, including the Available Balance, in your Account and obtain Account activity information for your Accounts. You can obtain balance and transaction history on all Accounts that are enrolled in JAXFCU Online Banking. Account balance and transaction history reflects activity through the close of the previous Business Day.

Transfer Funds - Transfer funds between your qualifying JAXFCU Accounts on either a one-time or a recurring basis (subject to the legal restrictions described herein). Where a transfer is made from a Deposit Account, the Deposit Account must be a Statement Account.

EBP and Electronic Bill Payment - Use funds in your EBP Account to pay a bill or to make any other payment to a merchant, institution or individual with a U.S. address.

New Services - JAXFCU may, from time to time, introduce new Online Banking Services and notify you of the existence of these new Services as they become available. Such Services generally will be made available to you, at your election, upon your specific acknowledgment that the terms contained herein shall apply to those Services and further subject to your agreement to be bound by any new conditions required by JAXFCU with respect to those Services.

Certain Account Transfer Restrictions. Transfers of funds from Accounts are subject to the restrictions contained in the applicable Truth-In-Savings Disclosure. If a hold has been

placed on deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Electronic Bill Payment Services. The Services allow you to schedule bill payments through JAXFCU Internet Banking. You can arrange, at your option, for the payment of your current, future and recurring bills from a designated Account, up to a maximum of \$10,000.00 per payee/merchant each business day. (Note: Monthly transfer limitations exist on savings and money market accounts).

1. There is no limit to the number of EBP Payments that may be authorized. (Note: Monthly transfer limitations exist on savings and money market accounts). You may pay any merchant or individual approved by JAXFCU for payment through EBP Services. We are unable to process any payments to federal, state, or local tax agencies.
2. By furnishing us with the names of your Payees and their addresses, you authorize us to follow the payment instructions to these Payees that you provide us via EBP Notification. You may have up to 100 payees on the EBP Service.
3. When we receive an EBP Notification containing a payment instruction (for the current or a future date), we will remit funds to the designated Payee on your behalf, from the funds in your selected EBP Account, on the Payment Transmit Date, which is the day you have instructed such funds to be sent. However, we shall not be obligated to make any such payment unless your EBP Account, and overdraft protection plan for such Account, if applicable, has sufficient funds or credit availability to pay the bill on the Payment Date. Funds for all bill payments (whether these payments are made electronically or by check) will be withdrawn from your Account on the day the payment is scheduled to be sent to the Payee or any date thereafter selected by JAXFCU. Your EBPs must not exceed the Available Balance in the Account from which you are directing a payment to be made, less any checks or any other payments issued or made from such Account, which checks and payments have not yet been deducted from the applicable Account balance. You understand that the Available Balance in any Account may be less than the Account's Statement Balance if you have made recent non-cash deposits to the Account (for example, the funds from check deposits will take longer to be available for withdrawal than the funds from cash deposits).
4. You agree not to use EBP to make any tax payment or any court-directed or court-ordered payments or to make a payment to a Payee that has a mailing address outside the U.S. You agree that if you attempt to make such payments, JAXFCU and its agent will not be responsible for that payment.
5. By applying for EBP, you authorize JAXFCU and its agents to follow the payment instructions you have provided to JAXFCU in all applicable EBP Notices. Using an approved form of EBP Notice, you agree to provide JAXFCU with the names, addresses, phone numbers and account information of those persons or entities to whom you wish to make an EBP.
6. When you initiate an EBP, you authorize JAXFCU to charge your EBP Account on the Business Day selected by you and to remit funds to the Payee on your behalf electronically, provided electronic payment is permitted and accepted by the Payee. If the Payee does not permit and accept electronic payment, then those funds will be remitted to the Payee through the use of a paper check issued by JAXFCU or its agent and payable to the Payee. Such paper check will state that it represents a payment from you and indicate the account number of your account with the Payee.
7. While it is anticipated that most EBPs will be processed and completed on the

Business Day after your selected Payment Transmit Date and arrive at the Payee approximately 4 Business Days after your selected Payment Transmit Date, it is understood by you that due to circumstances beyond the control of JAXFCU, particularly delays by the Payee and the Payee's banks or agents in the handling and posting of these EBPs, some EBPs may take one or more Business Days longer to be posted to your account at the Payee. For this reason, JAXFCU recommends that you select a Payment Transmit Date that is at least 7 to 10 Business Days before the actual due date of the payment and not 7 to 10 Business Days or less before the last day of a grace period or the last day a payment can be made without the Payee assessing a late charge. You agree that JAXFCU will not be responsible for any EBP that is received or posted by the Payee after the grace period or that results in a late charge or penalty being assessed by the Payee if you did not follow this recommendation. In such event, you agree that you shall have the sole risk of incurring and the sole responsibility for paying any and all late charges or penalties assessed by the Payee.

8. You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 24 hours before the Payment Transmit Date by following the instructions for such procedure provided on the JAXFCU Website. You may also telephone our agent's Bill Payment Member Service at the telephone number on the JAXFCU Website during the hours from 9:00 a.m. to 5:00 p.m. (EST) no later than the day before the Payment Transmit Date.
9. You agree that you will not use the Services to overdraw any Account. If an overdraft in your Account does occur, you will pay the full amount of the overdraft to JAXFCU immediately upon request along with the applicable fee for overdrafts.
10. Your EBP Account has been designated the Account from which funds will be debited for EBT transactions, and any other fees incurred by you. We may change or add fees for Online Banking as listed in our Truth-in-Savings Disclosure.
11. If you close the EBP Account, you must notify us and identify a new EBP Account for the selected Services. Additionally, if you close all Accounts, you must notify JAXFCU Online Banking Member Service to cancel your EBP Services.
12. Your Online Services may be canceled at any time by JAXFCU without prior notice to you due to insufficient funds in one of your Accounts. After cancellation, Online Services may be reinstated, once sufficient funds are available in your Accounts to cover any fees and other pending transfers or debits. In order to reinstate your Services, you must call JAXFCU Online Banking Member Support at the JAXFCU Telephone Number. Additionally, if you do not schedule or process an EBP transaction in your JAXFCU EBP Account via JAXFCU Online Banking for any 3-month period, JAXFCU reserves the right to disconnect your EBP Service. Please note that it is possible your EBP Information will be lost if you are disconnected. If you do not access your Bank Account(s) via JAXFCU Online Banking for any three-month period, we reserve the right to disconnect your Service.
13. You agree to be responsible for any telephone charges that you incur by accessing your Account(s) through JAXFCU Online Banking.
14. If you wish to cancel any of the Services you are utilizing through JAXFCU Online Banking, you must contact JAXFCU Online Banking Member Support at the JAXFCU Telephone Number or send us cancellation instructions in writing to the JAXFCU Address.
15. If JAXFCU does not properly complete an EBP transaction on time or in the correct amount, we will pay any late fees or finance charges you may incur as long as your account was in good standing with the merchant prior to this incident. We will also

be liable to you if we fail to stop a payment pursuant to your timely order to do so. We shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee. We will also not be liable if there are insufficient funds or credit availability in your EBP Account and/or overdraft protection plan; if legal order directs us to prohibit withdrawals from the EBP Account; if the EBP Account is closed or frozen; or if any part of the electronic funds transfer system is not working properly. We will not be liable for indirect, special, or consequential damages arising out of the use of the Services.

16. If, for any reason, you should ever wish to cancel JAXFCU Online Banking, we strongly suggest that you cancel all future bill payments at the same time that you cancel your Service by deleting those payments yourself using JAXFCU Online Banking. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your Service has been terminated. We will continue to maintain your Account(s) until you notify us otherwise.
17. JAXFCU's EBP Services may be utilized by a single person. Additionally, joint access to Accounts requires that all persons having access to such Accounts ("Joint Accountholders") jointly sign on the checking or other Accounts linked to the Services. Joint Accountholders must share the same Payee list, and are subject to the joint tenancy rules contained in the Membership & Account Agreement for the particular Account. Accounts that require two or more signatures are not eligible to be linked to JAXFCU's EBP Services.

Requirements. To access your Account(s) through JAXFCU Online Banking, you must have an Eligible Account and an online Password. A PC with an Internet browser that has "cookies" enabled and supports 128-bit encryption, an Internet connection for the PC, an email address and either a printer or sufficient electronic space to store this disclosure.

Hours of Accessibility. You can access your Account(s) through JAXFCU Online Banking 7 days a week, 24 hours a day. However, at certain times, some or all of JAXFCU Online Banking may not be available due to system maintenance. During these times, you may use the Bank's telephone banking facility or an ATM or a Branch to conduct your transactions. If a request to transfer funds through JAXFCU Online Banking is completed before 3:00 p.m. on a Business Day, the transfer will be posted to your Account the next business day. If a request to transfer funds is completed after 3:00 p.m. on a Business Day or anytime on a Saturday, Sunday or Bank Holiday, the transfer will post to your Account two business days later.

Your Password. Your Password acts as your signature. You can change your Password at any time. For your protection, you should memorize your Password and not keep any notation of your Password on or with your computer. Your EBP Account is for your personal use only. The Password assures that only you can access your EBP Account.

1. YOU AGREE NOT TO ALLOW ANOTHER PERSON TO USE YOUR PASSWORD AND NOT TO GIVE YOUR ACCOUNT NUMBER (S), USERNAME (S), OR PASSWORD TO ANYONE. If you do, you will be responsible for any money withdrawn or transferred from your Account(s) when such person uses your Password.

2. You agree that if your Password is lost, misplaced or stolen, or if you believe that someone has transferred or may transfer money from your Account(s) without your permission, you will notify JAXFCU at once by calling JAXFCU at the JAXFCU Telephone Number immediately and within 10 days sending written notification to JAXFCU at the JAXFCU Address.
3. For your protection, we recommend that you change your online Password regularly.
4. Your role is extremely important in the prevention of any wrongful use of your Account(s). You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call JAXFCU Online Banking Member Support at the JAXFCU Telephone Number.
5. In addition to protecting your Password and Account information, you should take precautions to your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your Account(s) may allow unauthorized access to your Account(s). It is your responsibility to protect personal information with the same level of care that you protect your Password and Account information.

Unauthorized Transactions in Your Bank Account(s).

1. You should notify us at once if you believe another person has improperly obtained your online Password. Also, notify us if someone has transferred or may transfer money from your Account(s) without your permission, or if you suspect any fraudulent activity in any of your Accounts. Only reveal your Account numbers to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call JAXFCU Online Banking Member Support at the JAXFCU Telephone Number or write to us at the JAXFCU Address.
2. If you inform us orally of any wrongful use of your Account(s) or of any error on your statement, we will require that you submit your complaint to us in writing within ten (10) Business Days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. However we may take up to 45 days to thoroughly investigate your complaint or question (For transactions initiated other than in the United States or the Commonwealth of Puerto Rico, we may require up to 90 days). If we decide we need to take this additional time, we will conditionally credit your account for the disputed amount within 10 business days, so you have use of the money while we are completing our investigation. If a claim is made within 30 calendar days of account opening date, we will tell you the results of our investigation within 20 business days after we hear from you and will promptly correct any errors. If we need more time, however, we may take up to 90 days to investigate your complaint or question. If we decide we need to take this additional time, we will conditionally credit your account for the disputed amount within 20 business days, so you have use of the money while we are completing our investigation. If we ask you to put your complaint or question in writing, and we do not receive the written notification within 10 business days, we may not credit your account. We will tell you the results within 3 business days after completing our investigation.
3. To report an error, you must: (a) 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; (b) tell us your name and Account number; and (c) tell us the dollar amount of the suspected error. For a bill payment, tell us the Account number used to pay the bill, Payee name, date the payment was sent, payment

- amount, reference number, and Payee account number for the payment in question.
4. If we decide that there was no error, we will mail you a written explanation within 3 days after we finish our investigation. You may ask for copies of documents that we used in our investigation. The Bank's record of your account is binding if there is a difference between the Bank's records and your statement.
 5. All other questions regarding banking needs and services not related to your electronic fund transfers should be directed to the Branch where your Account(s) resides.

Liability for Unauthorized Transfers and Advisability of Prompt Reporting.

Please tell us at once if you believe your ONLINE BANKING Account Number or your Password has been lost or stolen. Notifying us by telephone as soon as possible is the best way of limiting your losses. You could lose all of the funds in your Account(s) plus the maximum available credit of your Credit Line.

1. If your Account Statement shows transfers or other transactions that you did not make, notify us at once. If you receive an Account Statement showing an Online Banking transaction that you did not make and you do not tell us within 60 days after the paper or online statement was sent 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 kept you from telling us, such as extended travel or hospitalization, we will extend the time periods.
2. If you believe that someone has made or may make an Online Banking transaction to or from your Account(s) without your permission, call the JAXFCU Telephone Number or write JAXFCU Online Banking Member Support at the JAXFCU Business Address. Telephoning is the best way of keeping your possible losses to a minimum.
3. If your online Password has been compromised and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your online Password without your permission to access a Bank Deposit Account. If you do NOT tell us within 2 business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.
4. Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us at once. If you do not notify us within 60 days after the paper or online statement was sent to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the 60 days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended. When you call, write, or email, you must tell us: 1) Your name and account number; 2) The error or transfer you are unsure about, and why you think it is an error or why you need more information; 3) The dollar amount of the suspected error.
5. Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, or by Web Browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser), or by Internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing. Neither shall we nor the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, use or maintenance of the equipment.

Your Right to Cancel (Stop Payment) an EBP or Transfer of Funds. You can cancel or stop a single EBP or Transfer of Funds anytime before the Payment Transmit Date for that EBP or Transfer of Funds through the use of Internet Banking. If the EBP or Transfer of Funds is a recurring EBP or Transfer of Funds, then you can cancel that EBP or Transfer of Funds through the use of ONLINE BANKING as long as the request is received before the Payment Transmit Date of the next recurring EBP or Transfer of Funds.

JAXFCU's Liability for Failure to Make Online Banking Transactions. If we do not complete an Online Banking transaction on time or in the correct amount according to this Agreement, we will be liable for your actual and proven losses or damages caused by such failure but not for any special or consequential damages, unless required by applicable law. However, there are some exceptions. We will not be liable, for instance:

1. if you do not have enough available funds in your Account or available credit in your Credit Line to make the transfer;
2. if the EBP Payment Transmit Date is not at least 7 to 10 Business Days prior to the earlier of the date you want or expect the Payee to receive the payment or the due date of such payment;
3. if the Payee has a mailing address outside the U.S or if the EBP is to pay any taxes or to make any court-ordered or court-directed payments;
4. if your computer malfunctions;
5. if the Web Browser or the processing center of JAXFCU or its agent that is used for Online Banking is not working properly and you knew or were advised by JAXFCU or its agent about this when you made the Online Banking transactions;
6. if circumstances beyond our control (such as fire, flood, computer failure, interference from an outside force, or improper transmission or handling of payments by a third party) prevent the Online Banking transaction from being properly made or completed despite reasonable precautions taken by us;
7. if your Password or Online Banking Account Number has been reported lost or stolen or we have reason to believe that the Online Banking transaction is unauthorized;
8. if your Online Banking Account or Online Banking privileges have been suspended;
9. if there may be other exceptions stated in the Account and Credit Line agreements between you and JAXFCU;
10. if the transaction would create an overdraft in your Account;
11. if there is a dispute about the Account, or JAXFCU has been ordered to pay to, or hold for, someone else the money in your Account;
12. if the funds in your Account are subject to legal process or other encumbrances restricting such transfers;
13. if a legal order directs us to prohibit withdrawals from the Account;
14. if your Account is closed or if it has been frozen;
15. if the transfer or bill payment would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts;
16. if you, or anyone you allow, commits any fraud or violates any law or regulation;
17. if any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly;
18. if you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment; or
19. if you have not properly followed the instructions for using JAXFCU Online Banking.

Limitations on Frequency of Transfers and Dollar Amounts. You may use Online Banking and EBP as often as you want. Any Online Banking transfer made from an Eligible Account must not exceed your Available Balance in the Account on the day the transfer is made. There are limits imposed by law on the number of transactions you can make from certain accounts. By law, you can make no more than 6 preauthorized withdrawals or automatic transfers (including telephone, savings overdraft protection, or data transmission) from your regular savings or money market savings account during each statement period (bill payment transfers to third parties are limited to 3 per monthly statement cycle. Federal regulations require that if you continually violate these limits, we may be obligated to close your account.). Transfers made via JAXFCU Online Banking will be subject to these restrictions.

Privacy. Your Online Banking Account information, including information about your Account(s) or the transfers you make, is strictly confidential, and JAXFCU will only disclose such information to third parties under the circumstances described in JAXFCU's Privacy Policy (provided separately), as the same may be amended from time to time.

Additional Information. If you require any additional information regarding JAXFCU's Services or if you have other questions about your electronic transfers telephone JAXFCU at the JAXFCU Telephone Number (Monday through Friday from 9:00 a.m. to 5:00p.m. and Saturday 9:00 a.m. to 1:00 p.m. except Bank Holidays)

Your Right to Receive Documentation of Transfers. You will continue to receive a statement in the mail for each Statement Account. This statement will reflect all your transactions, including your Online Banking transactions, relating to such Accounts. If you have requested EBP, then the monthly statement for your EBP Account will also reflect your Electronic Bill Payments as an electronic transfer.

Online Banking Fees and Charges.

If JAXFCU initiates any legal action to collect money owed to JAXFCU under this Agreement, including any counterclaim, you agree to pay all costs incurred by JAXFCU for such action, including any reasonable attorneys' fees.

Recording of Phone Calls and E-mails. By entering into this Agreement, you authorize JAXFCU and its agents to monitor, record, copy, and retain any phone call made to or e-mail sent to JAXFCU or its agent concerning JAXFCU Online Banking Services or the Web Browser.

Other Rules. Online Banking transactions will also be subject to JAXFCU's various Account agreements and Account Disclosure Statements.

Amendments. JAXFCU may, from time to time at any time, change this Agreement by sending you an email notice, mailing a notice, posting notice of such change in JAXFCU's Branch where you maintain your Account(s) or otherwise posting such notice or revised Agreement through the JAXFCU Website. However, if the change results in increased or new fees or charges, (ii) increased liability for you, (iii) fewer types of available Services or (iv) stricter limitations on the frequency or dollar amounts of transfers, then at least thirty (30) days before the effective date of the change, JAXFCU will either electronically send to you an email notice or mail to you a written notice. By entering into this Agreement you consent to receiving all applicable notices via electronic means or by posting as described herein.

Termination. JAXFCU may cancel your access to the Services without prior notice if there has been no Online Banking or EBP activity for a period of three (3) consecutive months or for any other reason. JAXFCU also may, at any time, cancel all or part of the Services it offers

to Members generally.

Assignment. JAXFCU may assign this Agreement to its parent corporation or to any now-existing or future direct or indirect subsidiary of its parent corporation. JAXFCU also may assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

Entire Agreement. This Agreement, and any changes to it by JAXFCU, constitutes the entire understanding between JAXFCU and you with respect to the subject matter of this Agreement.

Other Agreements. JAXFCU and you are still bound by the terms, conditions and fees imposed by any other agreements that you have entered into with JAXFCU, unless such terms, conditions and fees have been explicitly changed by this Agreement.

Waiver. JAXFCU shall not be deemed to have lost any of its rights because they have not been exercised.

Invalidity of any Provision. If any provision stated in this Agreement or in any applicable Account agreement is held to be unenforceable, the remaining provisions shall remain in effect.

Applicable Law. The following rules will apply to the extent there is no applicable federal law or regulation. If the Account or Service you are accessing via the JAXFCU Website is maintained through JAXFCU, this Agreement will be governed by and interpreted in accordance with the laws of the State of Florida. In all other cases, this Agreement will be governed by and interpreted in accordance with federal laws and the laws of the state in which the primary office of the bank maintaining your account or providing the service is located.

Arbitration. Disputes between you and JAXFCU under this Agreement and that relate to any of your Accounts are subject to arbitration.

Eligible Accounts. All Deposit Accounts are eligible to be accessed using JAXFCU Online Banking. Credit Accounts eligible to be accessed using JAXFCU Online Banking include, but are not limited to, Home Equity Loans, Secured and Unsecured Personal Loans, and Automobile Loans.

JAXFCU Contact Information

Jax Federal Credit Union
Online Banking Member Support
P.O. Box 2357
Jacksonville, FL 32232
904-475-8000 or Toll-free 800-443-2664
www.jaxfcu.org

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.

JAX FEDERAL CREDIT UNION

AGREEMENT TO RECEIVE ELECTRONIC DELIVERY OF ACCOUNT STATEMENTS

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 ELECTRONIC DELIVERY OF ACCOUNT STATEMENTS.

CONSENT TO RECEIVE ELECTRONIC DISCLOSURE

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

You now have access for you to receive documents in electronic form that we would normally provide to you in a written form. By agreeing to enroll in Online Banking, you are consenting to automatic enrollment into eStatements.

What do eStatements include? eStatements include all activity for savings accounts, checking accounts, club accounts, certificates of deposit, IRA accounts and loans (excluding credit cards). You will also be agreeing to electronic delivery, at the Credit Union's sole option, of all electronic records such as disclosures, agreements, contracts, receipts, notices, modifications, amendments and all other evidence of Credit Union transactions with you or on your behalf.

Requirement for Email Address: You agree to provide JAXFCU with an email address for you to receive statement availability notifications and electronic records. You agree that it is your responsibility to ensure that JAXFCU has your correct email address. You further agree that if you change your email address, it is your responsibility to provide the Credit Union with a new email address for eStatement notifications. You may provide the Credit Union with your new email address (or verify your email address) by visiting JAXFCU's website (www.jaxfcu.org) and logging into "Online Banking." Then click on email address link located under the account name. At this screen, you can either verify or change your email address.

Equipment and Software Requirements: To receive eStatements or electronic records and to access our Online Banking service area, you need Internet access and a web browser. You are stating that you have such equipment and software and that you can access, read, review and print the eStatements.

Accessing eStatements: eStatements may only be accessed through JAXFCU's Online Banking. When eStatements are available for your review, you will be notified at the email address you have registered with JAXFCU. eStatements will remain available for at least 6 months. Any eStatement posted will be considered delivered on the day that it was first made available to you for viewing.

Your Rights to Receive Paper Statements and to Withdraw Consent/Agreement: You may request a paper copy of any disclosure or other information received electronically under this Agreement by writing to us at the address listed below and identifying the specific record requested: Jax Federal Credit Union, P. O. BOX 2357, Jacksonville, FL 32232-2357. To withdraw your agreement to receive eStatements and electronic records, contact Member Service at 904-475-8000. A fee to cancel this service or to request paper copies of statements or electronic records may be imposed as set forth in our Rate and Fee Schedule.

Electronic Signature: You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service JAXFCU offers; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and 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 JAXFCU.

Agreement: You agree that JAXFCU may communicate with you electronically as necessary. You further agree that JAXFCU may provide to you electronically all periodic statements and electronic records. JAXFCU reserves the right to send any or all electronic records or statements to you in paper form to your current mailing address on file. By clicking the "I Agree" button below, you acknowledge that you have read and agree to the terms in this "AGREEMENT TO RECEIVE ELECTRONIC DELIVERY OF ACCOUNT STATEMENTS." This Agreement, including the validity of any signatures or consents, any claims, or any disputes arising hereunder shall be construed in accordance with and governed by the Laws of the State of Florida.