

# **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](http://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.