

**REVIEW THIS ENTIRE AGREEMENT BEFORE AGREEING TO ITS TERMS.  
PLEASE PRINT THIS AGREEMENT FOR YOUR RECORDS  
AND FUTURE REFERENCE.  
THANK YOU**

**MEMBER AGREEMENT STATEMENT**

I want to use the Alive Credit Union® online banking system to view my account balances, to make electronic funds transfers between my accounts, and view my e-statements with the Credit Union. I have read and understand the Electronic Funds Transfer disclosure, the Online Banking disclosure and the e-statement consent agreement.

**AGREEMENT TERMS**

You specifically consent and agree that Alive Credit Union may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically. You have the right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records call, write or e-mail Alive Credit Union as follows:

Phone: Member Services at 904 296-1292  
Address: Alive Credit Union  
Attn.: Member Services  
9790 Touchton Road | Jacksonville, FL 32246  
E-mail: [info@alivecu.coop](mailto:info@alivecu.coop)

**EQUIPMENT AND SOFTWARE REQUIREMENTS**

To receive electronic records and use the electronic services of Alive Credit Union you need a computer with a modem and a web browser (such as Microsoft Internet Explorer® 11 or higher, Microsoft Edge or an equivalent. Adobe Reader 10 or higher if using Online Statements). You are responsible for the set-up and maintenance of your home computer and modem. By requesting any electronic funds transfers, online banking, other electronic services or transactions, by submitting any application or agreement to us electronically, or by e-mailing the Credit Union, you represent that you have such equipment and software and that you can download, access, read, review, print and store the electronic records that we provide to you.

**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 the Credit Union 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.

**ONLINE BANKING AGREEMENT AND DISCLOSURE**

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking services ("Services"). It also describes the rights and obligations of Alive Credit Union ("Credit Union"). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

**DEFINITIONS**

The following definitions apply in this Agreement:

1. "Authorized Representative" refers to a person with authority (with respect to the account);
2. "ISP" refers to your Internet Service Provider;
3. "Online Banking" is the Internet-based service providing access to your account(s);

4. "Online Account" means the account from which you will be conducting transactions using a Service;
5. "Password" is the member-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
6. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
7. "Time of day" references are to Eastern Standard Time;
8. "User ID" is the credit union-generated identification code assigned to you for your connection to the Service;
9. "We", "us", or "Credit Union" refer to Alive Credit Union, which offers the Services and holds the accounts accessed by the Services; and
10. "You" or "your" refers to the owner of the account or the authorized representative.

### **ACCESS TO SERVICES**

Your accounts can be accessed through the use of your Internet-enabled device, your ISP, your Password and your User ID at [www.alivecu.coop](http://www.alivecu.coop). For your convenience you may access your accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software. We reserve the right to refuse any transaction that would draw upon insufficient or unverified funds, exceed a credit limit, or lower a balance below the minimum required. We may set other limits on the amount of any transaction, and you will be notified of those limits. The service will discontinue if an incorrect PIN is entered, and there may be limits on the duration of each access.

### **BUSINESS DAYS**

Our business days are Monday through Friday. Holidays are not included. Of course, our terminals, merchants and other businesses are open at times other than the business days of our credit union.

### **TRANSFER OF FUNDS**

In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts and money market accounts.

### **ADDITIONAL SERVICES**

New services may be introduced for Online Banking from time to time. The Credit Union will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

### **SCHEDULE OF FEES**

The Credit Union offers the benefits and convenience of the Online Banking Service to you free.

### **STATEMENTS**

Unless you opt to receive statements electronically (when available), you will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

### **USE OF YOUR SECURITY PASSWORD**

If we approve electronic access to your accounts, a temporary password will be assigned to you, which you must change before you continue to access your account electronically. You must use your PIN (Personal Identification Number)/Password along with your account number to access your accounts.

You agree to assume responsibility for all transactions up to the limits allowed by applicable law. You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User ID;
- Do not leave your PC unattended while you are in the Online Banking Site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Credit Union immediately at 904 296-1292 between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday. Telephoning the Credit Union is the best way of minimizing your losses and liability. If you believe your Password has been lost or stolen, please use the Password change feature within the Online Banking section of the Web site to change your Password.

### **"E-MAIL" COMMUNICATIONS**

You acknowledge and agree that regular non-encrypted e-mail is not secure. Accordingly you should exercise caution regarding e-mails and other electronic communications. Therefore, you agree that the Credit Union has no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication that we in good faith believe you have submitted to us. The Credit Union has no duty to investigate the validity of or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication or the e-mail address in your Member Form. We may not immediately receive E-mail communications that you send and will not take action based on E-mail request until we actually receive your message and have a reasonable opportunity to act. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur. If you need to contact us immediately regarding an unauthorized transaction or stop payment request, you should call the Credit Union directly. Although having no obligation to do so, the Credit Union reserves the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. The Credit Union will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

### **TRANSACTION LIMITATIONS:**

Except for your checking account, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction during any statement period. No more than three of the six transfers may be made by check, draft, debit card, if applicable or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account may be closed by us or be subject to any excess share withdrawal fee implemented by the Credit Union or any excess transactions may not be honored.

### **JOINT ACCOUNTS**

If any of your accounts accessed under this Agreement are joint accounts, all joint owners including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any deposit or loan account as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint owner to make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

### **TERM AND TERMINATION**

This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions. We may immediately terminate your online banking privileges without notice to you under the following circumstances:

1. You do not pay any fee required by this Agreement when due or You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.
2. We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

### **ACCOUNT TERMINATION**

When an account is overdrawn, we have the right to close your account upon notice mailed to you. We also have the right to terminate any Account and to terminate all of our liability hereunder by mailing a check or draft for the balance of that Account less any charges or fees to the address of any one of you. In the event of a dispute over the ownership of the funds in the account, you authorize us to interplead the funds into a court of competent jurisdiction for a determination of ownership. You authorize us to deduct our costs and expenses involved in filing the interpleader, including attorney's fees, from the account funds and to file the remaining sum with the court.

### **TERMINATION FOR CONVENIENCE**

To terminate this Agreement, you must notify the Credit Union and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). You may notify the Credit Union by one of the following methods:

- By sending an e-mail to [info@alivecu.coop](mailto:info@alivecu.coop)
- By calling 904 296-1292
- By writing a letter and either sending it to the following address:  
Attention: Alive Credit Union  
9790 Touchton Road | Jacksonville, FL 32246  
or giving it to a Member Service Representative at any of the Credit Union's locations.

### **CHANGES TO THE AGREEMENT**

The Credit Union may amend these terms, conditions, rules and procedures from time to time. We will notify you of such changes as required by law. The changes will be effective on the date that the Credit Union specifies or as otherwise required by law.

### **STOP PAYMENTS**

You may request that we stop the payment of a check you have written. To do so, you must sign a written stop payment order at the Credit Union. Unless renewed, a written stop payment order will expire after 6 months. Your stop payment order must be received at such time and in such manner as to afford us a reasonable opportunity to act on it prior to any other action being taken on the check. You agree that in order for us to have a reasonable opportunity to act, we must receive your stop payment request at least 2 business days before the check is received by us for posting to your account. The term "business day" does not include any Saturday, Sunday or federal legal holidays, even though our office may be open. We will charge you a fee for each stop payment order you give.

### **ELECTRONIC FUND TRANSFERS**

The following terms and conditions will govern all electronic fund transfers initiated by you or anyone else you have given access to your accounts, whether by telephone, automated teller machine, ACH network or any other electronic means. You agree to be responsible for all unauthorized Electronic Funds Transfers made from your accounts subject to limitations contained in applicable Federal law. Those limitations on your liability for unauthorized transfers are summarized in the Electronic Fund Transfers Disclosure Statement. You agree that any ATM or Debit Cards issued to you remain our property and may not be transferred or assigned to anyone. Upon our request, you agree to return your ATM or Debit Card to us. We may terminate access to electronic fund transfers or cancel your access devices at any time. Upon such termination, we shall give you notice of termination. The devices may not be used after we cancel them or after they have expired. If we do cancel, you agree to send back your Card to Alive Credit Union, 9790 Touchton Road, Jacksonville, Florida 32246, and give written notice to us. You may terminate access to electronic fund transfers by giving a written notice to us and returning the Card to us.

Termination of the access shall not affect the liability you incurred prior to termination. You must keep your share account and checking account open in order for your access to electronic fund transfers to remain valid. You agree to pay the current charges shown on the Fee Schedule and any future charges that may be approved by Credit Union for the use of electronic fund transfers. You authorize us to take any such fees from any account in which you have an ownership interest or the right to withdraw. We believe that the various means of access to electronic fund transfers will prove to be reliable. However, certain means may not operate properly at all times. We, therefore, may not promise that our systems will always be available for your use. You promise not to attempt to make a transfer when a system tells you or other circumstances give you a reason to believe that the system is closed or is not operating properly due to a technical malfunction or is otherwise unable to make the transfer you desire. You agree that if we notice that your accounts are being used more frequently than usual, or are having larger amounts withdrawn than are usually withdrawn, we may try to contact you to verify that the access to the electronic fund transfers has not fallen into the hands of an unauthorized user. If we do not reach you, we may, in order to attempt avoidance against possible losses, choose to invalidate your access device the next time it is used. If we do, in fact, invalidate the access device, it may be revalidated. Contact us for the particulars involved in revalidating the device. However, you understand that we have no obligation to keep up with the how the account is usually used or to notify you if we notice unusual activity. To initiate transactions via an ATM or Debit Card or telephone response system, you must have a personal identification number (PIN). You agree not to tell the PIN to anyone, not to write the PIN on your Card or do anything else that would cause the Card or PIN to fall into the wrong hands. You agree also to tell us at once if you believe the Card or PIN has been stolen or lost. The fastest way to notify us is by calling (904) 296-1292. You agree that we are not responsible for providing security guards or other security measures at various ATM terminals. If you make a transfer, deposit or payment at a terminal, you agree that the correct amount in the event of a discrepancy between a written receipt or deposit slip will be the amount that we find in the envelope used to make the transaction. You agree that each transaction completed during normal credit union business hours will be posted immediately to your account; transactions received after normal credit union business hours will be posted the next regular credit union business day. You further agree that credit to accounts for noncash items will be conditional until we can collect the item. If we cannot collect the amount of a noncash item, that amount, plus a fee will be deducted from your account. You agree that the electronic fund transfer system shall be used only for the type of transfers and to access only to the accounts that we in advance have approved. If through some error the Card permits you to withdraw funds from an account that you should not be allowed to use, we may charge the amount involved to an account that you can use. Except as changed by this Agreement, electronic fund transfers made by use of the Card and PIN are subject to the rules and agreements contained in your account agreement, signature card and other account rules and regulations for your accounts and this Agreement is made part of those rules and regulations. If we are forced to institute suit against you as a result of a breach by you in this Agreement or as a result of an overdraft, you agree to pay reasonable attorneys' fees plus other costs. In addition to the terms and conditions listed here, you agree that the Electronic Fund Transfers Disclosure Statement shall cover electronic fund transfers made by you.

Florida law and applicable Federal law will govern this Agreement and all transactions under this Agreement.

#### **INDEMNIFICATION**

You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking account.

#### **THIRD PARTIES**

We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an Internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an Internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking account.

## **VIRUS PROTECTION**

The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

## **CHANGES AND MODIFICATIONS**

The Credit Union may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

## **ASSIGNMENT**

We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

## **NOTICES**

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

## **ELECTRONIC FUND TRANSFERS DISCLOSURE STATEMENT**

### **APPLICABILITY**

These provisions are only applicable to online electronic fund transfers which credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Credit Union may rely on any exceptions to these provisions which are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

### **ACCOUNT ACCESS**

The following types of transactions may be made with your accounts:

- Pre-authorized deposits made directly from other persons into your account
- Pre-authorized transfers made directly to other persons from your account
- Your ATM or Debit card may be used at any ATM location providing access to the Star or Presto ATM networks. Additional networks may be added at some later date. We will notify you of any additions. When used with your PIN, the ATM or Debit card will allow you to initiate any of the following transactions, provided the accounts have been authorized for use. You may make:
  - Deposits to Shares (at proprietary ATMs)
  - Deposits to Checking (at proprietary ATMs)
  - Cash Withdrawals from Shares
  - Cash Withdrawals from Checking
  - Transfers from Share to Checking
  - Transfers from Checking to Share
  -

Your PIN may be used with Online Banking or Maggie telephone response system to allow you to initiate any of the following transactions, provided the accounts have been authorized for use. You may request:

- Withdrawals from Shares by Check
- Transfers from Share to Checking
- Transfers from Checking to Share
- Transfers from Share to Loan
- Transfers from Checking to Loan
- Cross Account transfers (Account to Account Transfers)
- Advances from Loan to Share
- Advances from Loan to Checking

- Account Balances and Deposits
- A Transaction History on accounts
- Information on EFT Transfers
- Information on current dividend and interest rates
- 

#### **ELECTRONIC CHECK CONVERSIONS:**

Your check may become an electronic funds transfer. There are several ways this can happen.

- 1) You can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer at the time you offer a check to a merchant or service provider, or
- 2) You can be asked to authorize the merchant or service provider to electronically collect a charge in the event the check or draft is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer. Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign.

#### **LIMITATION ON FREQUENCY OF TRANSFERS**

For security reasons, there are limits on the number of transfers you can make using our systems.

#### **LIMITATION ON DOLLAR AMOUNTS OF TRANSFERS**

For security reasons, there are limits on the dollar amount of transfers you can make. Usually, the withdrawal limit is \$300 per day.

#### **SUMMARY OF YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

Tell us AT ONCE if you believe your card or personal identification (PIN) has (have) been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit and open-end credit). If you tell the credit union after learning of the loss or theft of your Card, your liability for unauthorized VISA card transactions are zero. For ATM transactions your maximum liability is \$50. For other unauthorized uses of your Card or if you do not tell the Credit Union within two (2) business days after you learn of the loss or theft of your Card, your maximum liability is \$50 (\$500 for ATM transactions). If we determine that you have been grossly negligent or fraudulent in the handling of your account or Card, your liability may increase.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (904) 296-1292 or write to us at Alive Credit Union, 9790 Touchton Road, Jacksonville, Florida 32246.

#### **FEES AND SERVICE CHARGES**

There are certain fees and charges for electronic funds transfer services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you. From time to time the charges may be changed. We will notify you of any changes as required by applicable law.

#### **SUMMARY OF YOUR RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS**

You can receive a receipt at the time you make any transfer to or from your account using one of the ATM terminals. If you have arranged to have direct deposits made to your account at least once every sixty days from the same person or company, you can call (904) 296-1292 to find out whether or not the deposit has been made. You will get a monthly account statement (unless there are no transfers in a particular month). In any case you will get a statement at least quarterly.

#### **SUMMARY OF YOUR RIGHT TO STOP PAYMENTS**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call us at (904) 296-1292 or write to us at Alive Credit Union, 9790 Touchton Road, Jacksonville, Florida 32246 in time for us to receive your request three days or more before the payment is scheduled to be made. If you call, we may also require that you put your request in writing and get it to us within 14 days after you call. We will charge you a fee for each stop payment order you give. If these regular payments may vary in amount, the person you are going to pay will tell you ten days before each payment when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set). If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### **SUMMARY OF CREDIT UNION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS:**

If we do not complete a transfer to or from your account on time or in correct amount according to our agreement with you, we will be liable for your losses or damages as required by Federal Law. However, there are some exceptions. We will not be liable for, for instance:

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

#### **CIRCUMSTANCES UNDER WHICH WE WILL DISCLOSE ACCOUNT INFORMATION TO THIRD PARTIES**

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

1. When it is necessary to complete the transfers;
2. In order to verify the existence and conditions of your account for a third party such as a credit bureau or merchant;
3. In order to comply with a government agency or court orders; or
4. If you give us written permission.

#### **SUMMARY OF OUR ERROR RESOLUTION PROCEDURE IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

In Case Of Errors Or Questions About Your Electronic Transfers, telephone us at (904) 296-1292 or write us at Alive Credit Union, 9790 Touchton Road, Jacksonville, Florida 32246 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared.

Your inquiry must include:



- Your name and account number;
- 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;
- 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 ten business days. We will tell you the results of our investigation within ten 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 decide to do this, we will re-credit your account within ten business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten days, we may not re-credit your account. If we decide there is no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

## **ELECTRONIC STATEMENT ("E-Statement") CONSENT AGREEMENT**

This Agreement is between Alive Credit Union (hereinafter "we, us, our or Credit Union"), and each participating member of the Credit Union's E-Statement Program, together with any person who is authorized by a member to use or access this service (hereinafter referred together as "you, your or yours").

**E-Statement Access.** Accessing your E-Statement confirms your agreement to be bound by all disclosures and agreements and acknowledges your receipt and understanding of this agreement. By accessing your on-line periodic statements you will be able to view your periodic account and transaction activity for your deposit and loan accounts (excluding credit card statement activity), electronic funds transfer transactions, periodic notice of billing error rights under federal Regulations Z and E, and Credit Union newsletters and/or statements stuffers, which may contain important legal notice that affect you. In order to access your E-Statement online, you must have an active Health e-Banking Internet Home Banking service established with the Credit Union. Once established, you may log into our home banking site via the Internet, use your PIN to access your account, and click on the E-statement link.

The home banking service is generally available 24 hours a day, seven days a week; however, service may be unavailable from time to time for routine software and hardware maintenance or due to unscheduled down time.

**Access Requirements.** You must have access to a computer with Netscape Navigator 7.x., Microsoft Internet Explorer 6.0 or higher, Adobe Acrobat Reader and a compatible printer. We also recommend using a monitor resolution set at 800x600 or higher.

If there is a change in the hardware/software requirements associated with this service, we will notify you and provide an explanation of the updated hardware/software requirements. It is your sole responsibility to insure your personal computer and related equipment are compatible with and capable of operating in a manner that allows you to utilize the E-Statement feature. If you cannot meet the requirements for any reason, you have the right to withdraw your consent at that time at no cost to you. Withdrawing your consent will terminate your E-Statement service.

**Right to Receive Paper Statements.** Once you enroll in this voluntary program, your paper statement will no longer be sent to you. Although you have elected electronic delivery, you do have a right to receive a paper copy of your periodic statement. To request a copy of your periodic statement please telephone us at 1-866 317-4728 or write to: Alive Credit Union, 9790 Touchton Road, Jacksonville, FL 32246-8227. The list of fees applicable to your account(s) provided elsewhere may specify an additional fee that we may charge for requests to receive an account statement in paper form.

**Electronic "Signature" Agreement & Security.** You agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide the Credit Union instructions while participating in our E-Statement Program ("Program"); or in accessing or making any

transaction regarding any agreement, acknowledgement, 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 validate 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 the Credit Union. You agree and acknowledge that you will keep your PIN and other security codes and identification data confidential, and you will immediately notify the Credit Union should you believe that your PIN has been lost, stolen, or that an unauthorized person has electronically accessed your accounts.

**E-Mail Address Required-Notification Of Statement Availability.** Your e-mail address is required to participate in our E-Statement Program. We will send you an e-mail notification to your last e-mail address of record when your online statement is available. You agree to accept responsibility for notifying us if your email address changes. Your online statement will remain accessible on our web site for at least six (6) months. If we send your e-mail notification and it is returned to us as undeliverable, you will still be able to access your statement from Health e-Banking and should do so until we can start sending your paper statements again or advise us that you are unable to access the statement. However, your participation in the program will be discontinued and subsequent statements will be distributed in paper form.

**Your Right To Withdraw Consent.** You have the right to withdraw your consent to receive your statements in electronic form at any time. If you elect to withdraw your consent there is currently no cost to you and your participation in the Program will be terminated.

To withdraw your consent you must put in writing to us, sign and either fax to 904- 296-2559 or mail to: Alive Credit Union, Attn: Member Services, 9790 Touchton Road, Jacksonville, FL 32246-8227. If your letter is received within five (5) business days prior to the end of the statement cycle, your current (monthly/quarterly) statement will be distributed to you in paper form. If it is not received within the above-mentioned timeframe, your current (monthly/quarterly) statement will be distributed to you in electronic form and subsequent statements will be distributed to you in paper form.

**Contractual Agreement/Modification.** This electronic consent supplements and modifies other agreements that you may have with the Credit Union. To the extent that this consent and another agreement contain conflicting provisions, this consent will govern the delivery of electronic disclosures and statements, but all other contractual obligations of the parties remain subject to the terms of any other agreements. *For example, you will still be required to review any account statement you receive and notify the Credit Union within established time periods if there are any errors on your statement.*

**Authorization Consent.** By agreeing to the terms and conditions of this consent, you represent that you are authorized to enter into this consent for all persons who own or are authorized to access any of your accounts, and that such persons will be bound by the terms of this consent.

**E-Mail Communications.** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to any e-mail at either the address provided with the communication, the e-mail address in your Membership Account Agreement, the email address provided through Health e-Banking or any other application or written communication actually received by us.

Although we have no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is at the sole discretion of the Credit Union. We will have no obligation, liability, or responsibility to you or any other person or company if we do not act upon or follow any instructions to us if a communication cannot be authenticated to our satisfaction.

**Governing Law.** This agreement, including the validity of any signature or consents, any claim, or disputes arising hereunder shall be construed in accordance with and governed by the Laws of the State of Florida.