

Envision Credit Union eBranch Disclosure

These are the terms and conditions for using our eBranch Service (access by you to your accounts at Envision Credit Union via an electronic device, for example, a personal computer) and provides certain disclosure information to you concerning the service. Each of your accounts at Envision Credit Union is also governed by the applicable Member Account and Truth-In-Savings Disclosures you received when you opened your account.

HOW TO CONTACT ENVISION CREDIT UNION:

Call us at 850-942-9000, or toll free at 800-824-3894. Write to us at: PO Box 5198, Tallahassee, FL 32314, ATTN: eCommerce

HOW TO ACCESS YOUR ACCOUNTS:

To access your accounts through our eBranch service, you must have your account number and an eBranch password. This information is requested when you enter our eBranch log-in pages. The password that is used to gain access to your information should be kept confidential, just as you would keep other PIN and security codes confidential. For your protection we recommend that you change your eBranch access password regularly, memorize your password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money between your accounts without your permission, notify Envision Credit Union at You cannot use e-mail to initiate transactions, change information or inquire on your account (s). We will not respond to such requests via e-mail since we cannot be absolutely certain we are corresponding with you. Please use the appropriate functions within eBranch, or contact us or visit the Credit Union for these services. To get an initial password for the eBranch service, complete the self-enrollment process, or visit any Credit Union office or call us for assistance with the self-enrollment process or if your account does not qualify for the self-enrollment process.

FEES:

There is currently no fee for accessing your account(s) through our eBranch service. We reserve the right to impose and /or change the fee amount, if necessary, after providing 30 days notice to all users on the eBranch login page and/or by email to the users' e-mail address. Your Internet service provider (ISP) probably charges you a fee to access the Internet via its server. We have no control over ISP related fees.

AVAILABLE SERVICE & LIMITATIONS:

- The following transactions may be performed by members through eBranch: **Transfers:** You may transfer funds between your Share or Loan Accounts as the account agreements may allow. Transfers done through the service MAY NOT immediately charge or credit your account.
- **Recurring Transfers:** You may set up and edit regularly scheduled transfers between your Share or Loan Accounts as the account agreements may allow. Transfers done through the service DO NOT immediately charge or credit your account. TRANSFERS WILL BE EFFECTIVE NOT LATER THAN BY THE NEXT BUSINESS DAY AFTER THE DATE OF SUCH TRANSACTION.
- **Account Balances:** You may view your share and loan account balances. Because the Credit Union's main computer system is not directly connected to the Internet, there may be a delay between the time a transaction is processed and the time an updated balance is viewable within eBranch. In addition, there may be checks/drafts, or other electronic items such as debit card transactions, that have not yet been presented to the Credit Union for payment and therefore, not yet posted to the available balance when viewing it on eBranch.
- **Transaction History:** You may view the transaction history for any loan or share account. Because the Credit Union's main computer system is not directly connected to the Internet, there may be a delay between the time a

transaction is processed and the time it is reflected in the account history viewable within eBranch. The Credit Union main computer system is always the official record of an account's transaction history. eBranch may be updated several times per day for your convenience in viewing account activity.

- **Password Changes:** If you are an eBranch user, you may change your password at any time from within the eBranch. For your protection we recommend that you change your eBranch password regularly.
- **Check Search:** You may search for checks that have cleared your account. You may also list clearings by date cleared or by check number. Checks may be viewed on line for up to three (3) months from the date the check clears your account.
- **E-Deposits:** e-Deposits provide a convenient way for you to deposit a paper check without having to travel to a branch or ATM. You may initiate a deposit through e-Deposit by including the deposit details, such as the amount, check number and payor (the person signing the check). You will immediately receive an e-Deposit Tracking ID and will need to record the e-Deposit Tracking ID on the back of the check and on the envelope. You will mail the check(s) to the Credit Union and which will need to be received by the Credit Union within seven days. Checks not received within seven (7) days may result in fees as provided in our Fees for Services schedule. Checks not received within ten days may result in reversal of the deposit and the imposition of fees as provided in our Fees for Services Schedule.
- **Additional Services:** From time to time, we will announce additional services which become available through eBranch. Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced. We reserve the right to limit access or cancel on-line access at any time.

BUSINESS DAY:

Our business days are Monday through Friday. Holidays are not included.

OPERATING SYSTEMS & SECURITY:

eBranch is designed to operate using world wide web technologies and protocols which are adaptable to a wide range of systems. The eBranch section uses SSL encryption and requires a browser with a current security certificate. Some older browsers may not be able to connect to the site without first updating the browser security certificate. Our server uses 40 to 128 bit encryption, depending on the user's browser. We use cookies to help us administer the eBranch section. Some browsers allow you to reject cookies from servers. If you don't allow us to set a cookie upon entering the site, you will not be able to log in. The cookie we set contains information we need for security, and allows us to 'time out' your authority to view information. We place the cookie with instructions that it can only be sent to a server in our eBranch domain, pcu.envisioncu.com. A cookie cannot be used to extract data from your PC. We do not store your Access Code, User Id or Password in your cookie. The cookie we set will 'time out' your access authority to use our eBranch section.

PRIVACY:

The eBranch database is a private system operated for the exclusive use of our members. We use SSL encryption and digital server authentication to insure the privacy of your information when sending data between our eBranch server and your PC. All eBranch logins are logged by the server. For authenticated members who use eBranch, we collect and store certain information such as how often you visit the eBranch section, dates and times of visits and which pages are being used. We use this information for internal review and product evaluation only. We never sell, transfer or trade this information unless we are compelled by law to do so. We may gather and store additional information available to us on failed login attempts and other activity we consider a threat to our system. In these cases, we will share this information with other companies, agencies and law enforcement officials as we determine necessary or as we are required by law.

LIABILITY FOR UNAUTHORIZED TRANSFERS:

Tell us AT ONCE if you believe your password has been lost or stolen and immediately change your password from within eBranch. Calling is the best way to notify us immediately. If someone used your password without your permission and you tell us within two (2) business days, you can lose no more than \$50. Otherwise, you could lose all the money in your account. Also, if your statement shows transfers that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days, provided we can prove that we could have stopped someone from taking the money had you had told us in time. If a good reason kept you from telling us, we may extend the time periods.

STATEMENTS:

All transactions generated by you through our eBranch service and any eBranch fees will appear on your monthly or quarterly statement. Our Liability: If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement/disclosure with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: If, through no fault of ours, you do not have enough money in your account to make the transfer; If the eBranch equipment or software was not working properly and you knew about the breakdown when you started the transfer; If circumstances beyond our control (such as fire, flood or power failure) prevent the transfer despite reasonable precautions that we have taken. We shall not be responsible for any other loss, damage or injury whether caused by the equipment, software and/or the eBranch, nor shall we be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software and/or service, except where the law requires a different standard. We do not make any warranties concerning the equipment, the software or any part thereof, including, without limitations, any warranties of fitness for a particular purpose or warranties of merchantability.

ERRORS & QUESTIONS:

In case of errors or questions about your electronic transfers, contact us as soon as you can. We must hear from you no later than sixty (60) days after you learn of the error. You will need to tell us:

- Your name and account number
- Why you believe there is an error
- The dollar amount involved
- Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days and correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint, but you will have the use of the funds in question after the ten (10) business days. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account during the investigation. We will notify you with the results within three (3) business days of completing our investigation. If we decide there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation. If you need more information about our error resolution procedures, please contact us.

ELECTRONIC RECORDS CONSENT AGREEMENT:

Agreement: You agree to be bound by all terms and conditions of this eBranch Disclosure, including, without limitation, this Electronic Records Consent Agreement. Envision Credit Union ("Credit Union" or "we") may modify the Disclosure and this Agreement from time to time in its sole discretion, and such modifications shall be effective immediately upon delivery to you in either electronic or paper format.

You specifically consent and agree that we may, in our sole discretion, provide all disclosures, agreements, contracts, periodic statements, receipts, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as "electronic record(s)"). You understand that electronic records may include information about you and your account, including, but not limited to, your name, address, account numbers, check numbers and balance information. **We may provide you any or all electronic records at the e-mail address you provided to us at account opening or through eBranch or we may post any or all electronic records at our home banking site ("eBranch") on our website, [www.envisioncu.com]. If we post electronic records on our website, we will send a notice to you either at the e-mail provided to us or within eBranch alerting you of the posting of such records. If we send a notice to you within eBranch, you will not receive a separate e-mail outside eBranch alerting you of the posting of such records; you must log in to eBranch from time to time to receive such notices. You agree that you will log in to eBranch at least once every 30 days to ensure you receive such notices.** If we post electronic records on eBranch, the electronic records will remain available for at least ninety (90) days. We reserve the right to send any or all records to you in paper form to your current postal mailing address in our file.

You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. 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, please contact us. A fee to cancel this service or to request paper copies of these electronic records may be imposed as set forth in your Fee Schedule.

EXCLUSION OF WARRANTIES. CREDIT UNION IS PROVIDING ELECTRONIC RECORDS "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE. CREDIT UNION DOES NOT WARRANT THAT ELECTRONIC RECORDS ARE ERROR-FREE, OR THAT ACCESS TO AND USE OF ELECTRONIC RECORDS WILL BE UNINTERRUPTED OR ERROR-FREE.

LIMITATION OF LIABILITY. EXCEPT AS REQUIRED BY APPLICABLE LAW, IN NO EVENT SHALL CREDIT UNION BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF ELECTRONIC RECORDS, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF CREDIT UNION HAS BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY LIABILITY IS IMPOSED ON CREDIT UNION, CREDIT UNION'S TOTAL LIABILITY TO YOU OR ANY THIRD PARTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR ELECTRONIC RECORDS. THE FOREGOING SHALL CONSTITUTE CREDIT UNION'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY HEREUNDER.

You may not assign this Agreement to any other party. Credit Union may assign this Agreement in its sole discretion without your consent. Credit Union may also, in its sole discretion and without your consent, assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

This Disclosure and this Agreement are governed and shall be construed in accordance with the laws of the State of Florida, excluding its choice of law rules. In the event legal action is necessary to enforce this Disclosure or this Agreement, the prevailing party has the right to payment by the other party of reasonable attorney's fees and costs, including any appeal and post-judgment actions, as applicable. Except as prohibited by applicable law, you and Credit Union agree that such legal action shall be filed and heard in Leon County, Florida. Any disputes regarding this Disclosure or this Agreement shall be within the jurisdiction of the courts of Leon County, Florida. Failure or delay in enforcing any right or provision of this Disclosure or this Agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Disclosure

or this Agreement shall be held to be unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions of this Disclosure and this Agreement will remain in full force and effect.

Equipment and Software Requirements:

To receive electronic records, you need a computer with internet access. Your browser must support 128-bit encryption. By requesting any electronic funds transfers, internet banking, other electronic records, services or transactions, by submitting any application or agreement to us electronically or by e-mailing us, you represent that you have such equipment and software and that you can download, access, read, review, print and store the electronic records we provide to you

"E-mail" Communication:

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) or our failure to respond to any e-mail or other electronic communication from you or which 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. If we choose to respond to an e-mail communication, we may respond to an e-mail communication provided by you to either the address provided with the communication or the e-mail address set forth below. Any e-mail returned to us as undelivered may be re-sent to you at any other e-mail address that we have in your file, unless you have previously informed us through electronic or written notice that an e-mail address is no longer valid. 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 in 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 instruction to us if a communication cannot be authenticated to our satisfaction. As stated above, we may refuse to accept any e-mail communications from you as determine by us in our sole discretion without notice to you.

Electronic Signature: By selecting the "I Agree" button during the self- enrollment process, you consent and agree that your Account Number and authorized eBranch Access Code/PIN which were used to access this page constitute your signature, acceptance and agreement to the terms and conditions provided on in this page, as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature. You agree that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.