

# Community First Credit Union of Florida Online Banking Agreement (Business)

## I. Introduction

### A. Applicability

This Agreement and Initial Disclosures (the Agreement) governs your use of the Service. By subscribing to the Service or using the Service, you agree to the terms of this Agreement. Please read this Agreement carefully and in its entirety. We suggest you print a copy of this Agreement. To the extent any services are provided by third-party vendors, you agree to comply with all additional terms and conditions related to those services, as provided to you by the vendors.

### B. Access to the Service

In order to use Online Banking, you must have access to a computer and internet access with a compatible browser (Microsoft Internet Explorer 11 or higher, Google Chrome 37 or higher, Microsoft Edge, Mozilla Firefox 33 or higher and or Apple Safari 6 or higher), and a compatible printer or ability to download the statements and disclosures for your records. Your browser software must support Secure Sockets Layer (SSL) security. Adobe Acrobat Reader may be required to access supporting documents or promotional materials. It is your sole responsibility to insure your personal computer, mobile phone and related equipment are compatible with and capable of operating in a manner that allows you to utilize these services.

## II. Definitions

The following definitions apply in this Agreement.

**Account(s)** refers to your eligible checking, savings, money market, loan, line of credit, credit card, or mortgage account you have with Community First Credit Union of Florida. Some of your accounts may not be eligible for certain transactions using the Service.

**Account Agreement(s)** means any account agreement, such as the Business Membership Agreement or other applicable agreement, as amended from time to time, relating to a deposit account, loan or other relationship you have with us.

**Affiliate** means, with respect to any person, another person who directly or indirectly owns or controls such person, is owned or controlled by such person or is under common ownership or control with such person; and the term also includes each of such persons' senior executive officers, directors, executives, managers, members or partners.

**Applicable law** means, as to any person, a requirement imposed by any federal, state, local or other law, regulation, rule, ordinance, determination of an arbitrator, order of a court or determination, order, finding, advisory opinion, guideline or requirement of any other governmental authority, which is applicable to and binding upon such person, including without limitation, the laws, regulations and orders administered by the Office of Foreign Assets Control (OFAC), the National Credit Union Administration (NCUA), the Consumer Financial Protection Bureau (CFPB), and the Financial Crimes Enforcement Network (FinCEN).

**Business day(s)** means Monday through Friday, except Federal Reserve holidays.

**Online banking** means the Internet application through which you may access the Service.

**Recipient** refers to any business, merchant or professional with a valid 5-digit US Postal Service ZIP address that generates a bill or invoice for services, or services provided on your behalf.

**Recipient account** refers to the account to which the recipient will credit your payment.

**Recipient information** refers to information about a recipient used to properly direct payment to the recipient and permit the recipient to identify the correct recipient account.

**Send On date** refers to the business day on which a bill payment is sent to the recipient.

**Service(s)** refers to collectively, any or all of online banking services, described in this agreement, which allows you to electronically access account and transaction information, transfer funds, originate transactions and pay bills on an electronic device.

**Service charge account** means the account you have designated to be charged for all applicable fees and charges associated with the Services.

**Software license agreement(s)** means the software license agreements governing your use of the personal financial management software.

**System requirements** means the current hardware and software minimum requirements to access the Service. See the Browser Compatibility document in the disclosures section of our website for details.

**Withdrawal date** refers to the business day on which the funds are withdrawn from your account for a scheduled bill payment.

**We, us or our** refers to Community First Credit Union of Florida and any agent, independent contractor, designee or assignee Community First Credit Union of Florida may, in its sole discretion, involve in the provision of the Service.

**You or your** refers to the individuals subscribing to or using the Service.

### III. Security

#### A. User ID and Security

To gain access to Online Banking you will be required to register and the Credit Union will authenticate your information and email, call or text you a secure code to continue your registration login process. Once the secure access code is verified you will then set up the User ID and Password. Use of your login credentials is the agreed security procedure between you and the Credit Union. You should keep your login credentials confidential in order to prevent unauthorized use of Online Banking. Anyone to whom you give or disclose your login credentials, either deliberately or inadvertently, will have access to your accounts. You are responsible for all transactions against your account(s) made using Online Banking, including any transactions that may have unintentionally or inadvertently authorized or made, and any losses, charges, or penalties incurred as a result. In addition, except as otherwise provided in this Agreement, you are responsible for transactions by unauthorized persons using your login credentials.

You are responsible for keeping your User ID, Password and account data confidential.

To help us better protect your account information and transactions, you will be prompted to provide a secure access code at random when you make certain transactions using the Service. We reserve the right to prevent access to the Service and/or refuse to process any payment or transfer for security reasons or if we suspect fraud. You agree to cooperate with us in the investigation and prosecution of any person who has obtained and used your user ID and password without your authorization.

#### B. Entitlements

Community First Credit Union of Florida allows business account owner(s) to establish a separate User ID and Password for employees and other individuals connected with the business (an "Entitled Individual") to allow them access to any applicable Accounts through Online Banking. Business account owner(s) will be responsible for determining which Online Banking features any Entitled Individual will have access to and will remain solely liable for any such access. Entitled Individuals' access to the information regarding or services related to any Account will be limited to the information accessible through Online Banking. Community First Credit Union of Florida will not provide any information about an Account to an Entitled Individual over the phone, email, or in person unless that person is an owner or authorized signer on the Account. Community First Credit Union of Florida has no duty to monitor who has been appointed as an Entitled Individual on any Account or the powers they are authorized to perform. Community First Credit Union of Florida shall have no liability for honoring any requests made by Entitled Individuals using a valid User ID and Password.

### IV. Transfers among your Community First Credit Union of Florida Accounts

**A. General** You may use the Service to transfer funds between any of your eligible accounts held by us, subject to any limits or restrictions we may impose from time to time.

#### B. Cut-off Times for Transfers

Transfers between account(s) initiated through the Service and received by Community First Credit Union of Florida by 9 pm ET Monday through Friday will be effective on the current business day. Transfers between account(s) initiated through the Service and received after 9 pm ET Monday through Friday, or all day Saturday, Sunday and Federal Reserve holidays will be effective the following business day.

Transfers between account(s) initiated through the Service to a business loan account and received by Community First Credit Union of Florida by 7 pm ET Monday through Friday will be effective on the current business day. Transfers to business loan

accounts initiated through the Service and received after 7 pm ET Monday through Friday or all day Saturday, Sunday and Federal Reserve holidays will be effective the following business day.

### **C. Limitations on Frequency of Transfers**

The number of transfers between your eligible accounts may be subject to the limitations that apply to the maximum number of automatic or repeating withdrawals from certain types of accounts. Refer to your Business Membership Agreement for details.

### **D. Limitations on Dollar Amount of Transfers**

Except as limited by account type and applicable Account Agreements:

Each transfer between eligible accounts may range in amounts up to \$1,000,000. The maximum aggregate amount that can be transferred between eligible accounts per day is unlimited. Each bill payment from an account may range in amounts up to \$100,000. The maximum aggregate bill payment amount that can be paid per day is unlimited.

### **E. Future Transfers**

Transfers scheduled for a future date will be effective at midnight ET on the requested date of transfer. For example, a transfer scheduled to occur on Sept. 3, will be effective at midnight ET on Sept. 3. The transfer will be viewable through the Service in the available balance on the date of the scheduled transfer. The transfer will be viewable through the Service in the transaction history the day following the transfer.

### **F. Stopping or Modifying a Scheduled Transfer**

A scheduled transfer may be stopped or modified at any point prior to the scheduled transfer date. For example, a transfer scheduled for Sept. 3 may be modified or stopped at any time prior to midnight ET on Sept. 3.

## **V. Additional Services**

### **A. Online Statements**

By participating in Online Banking, you will automatically be enrolled to receive online statements. You may elect to stop or resume the mailing of paper statements for eligible accounts by changing your statement delivery preferences on the Statements page within online banking.

Only accounts accessible through online banking may be enrolled for online statement delivery. Eligible accounts are displayed on the Statements page in online banking. If you currently receive a consolidated periodic statement that includes multiple accounts and you select online statement delivery, all accounts shown on the consolidated statement will be automatically enrolled for online statement delivery. For joint accounts, only one account owner need enroll for online statement delivery.

The statement cut-off date for your online statement is the same as your paper statement. You may view, print and download your current statement and up to 24 months of statement history.

We may deliver information to you about your eligible accounts through the online banking Secure Message Center, email, US Postal Service or within the online statement. It is your responsibility to notify us if your contact information changes. To notify us of a change in your contact information, log on to online banking and select Update Personal Info under the Settings and Alerts tab.

We may continue to mail information to you, including any information you have authorized us to provide to you electronically. We may discontinue the online statement service at any time at our discretion and resume mailing paper statements to you. We may also add, modify or delete any feature of the online statements service at our discretion. We will provide you with notice of any change or termination in the online statement service.

All of your payments and transfers made through the Service will appear on your periodic account statement. The recipient name, payment amount and withdrawal date will be reflected for each payment made through the Service.

### **B. Check and Deposit Images**

You may view digital images of recent canceled (paid) checks online. Online images may be viewed only for such periods of time as we may establish, after which copies are normally available from our archives upon request (we may charge a fee for such copies).

As is common industry practice with various check truncation or safekeeping services, we destroy the original items but retain the images for at least the number of years required by law. If an image of a check is missing or is illegible, we will attempt to provide you with a legible copy upon your request, if you give us adequate information to identify the specific check. However, we will have no liability to you if we are unable to provide a copy within your requested timeframe, or at all, due to any reason other than our gross negligence, willful misconduct or criminal conduct. We reserve the right to charge a fee for such requests in some circumstances, such as when the image is missing or illegible due to circumstances beyond our control.

### **C. Balance Inquiries**

You may use the Service to check the balance of your accounts. The balances shown may differ from your records because they may not include deposits not available for withdrawal, outstanding checks or other withdrawals, payments or charges.

### **D. Mobile Banking Service**

**i. General.** The mobile banking service allows you to perform various functions, including viewing account balances and transaction information, bill payments and transferring funds.

**ii. Equipment Requirements.** You must have email access and/or mobile text messaging capability. Expanded functionalities are available to users with web-enabled wireless devices or through third-party software, which may be downloaded to compatible wireless devices or which is pre-loaded on certain devices available through select wireless providers. You are solely responsible for your choice of equipment, wireless carriers, Internet or email service providers, web browsers, voice/data plans, etc., and for resolving any issues concerning operation, performance, availability, costs, etc., relating to any of the foregoing with the appropriate provider. Your wireless or Internet service provider may charge additional fees for this service.

**iii. Security.** We do not store confidential or sensitive information such as passwords or account numbers on your wireless device in connection with the Services; however, user IDs may be stored on your wireless device based on the personal setting you establish on your device. You should safeguard your wireless device, user ID and password against loss or theft. If your device is lost or stolen, report it immediately to your wireless provider. Except as provided in this Agreement, we have no responsibility or liability if someone else learns your user ID and password and uses it to access the Services.

**iv. Licensing Terms for Users of Third-Party Software.** If you access the mobile banking service through software downloaded to or pre-loaded on your wireless device (software), you agree to the following licensing terms (terms):

Community First Credit Union of Florida and the third-party software providers reserve all rights to the copyrighted software not expressly granted herein. You may use the software solely for accessing the Service subject to these terms. You may not do any of the following to the software: (i) modify, revise or create any derivative works; (ii) decompile, reverse engineer or otherwise attempt to derive the source code; (iii) redistribute, sell, rent, lease, sublicense or otherwise transfer rights; or (iv) remove or alter any proprietary notices, legends, symbols or labels, including, but not limited to, any trademark, logo or copyright. Neither the software licensor nor the wireless network provider is responsible for any of the materials, information and financial products or services made available to you through the software.

For more information about mobile security, please visit [www.communityfirstfl.org](http://www.communityfirstfl.org).

### **E. Alerts Service**

**i. General.** The alerts service allows you to receive various types of alerts concerning the accounts you select through email and/or text message to your wireless device and where applicable, notification methods available within the Community First Credit Union of Florida Mobile App for your smartphone. You are responsible for providing accurate contact information to receive alerts. Some types of alerts are optional, and some are mandatory. You may cancel optional alerts at any time by logging in to the Service. For support information, contact us by phone at (904) 354-8537 or (800) 342-8416 or visit the Community First Credit Union of Florida website.

**ii. Equipment Requirements.** You must have email access and/or mobile text messaging capability. You are solely responsible for your choice of equipment, wireless carriers, Internet or email service providers, web browsers, voice/data plans, etc. and for resolving any issues concerning operation, performance, availability, costs, etc., relating to any of the foregoing with the appropriate provider. Your wireless or Internet service provider may charge additional fees for this service.

**iii. Security.** We do not store confidential or sensitive information such as user IDs, passwords or account numbers on your wireless device in connection with the Services. You should safeguard your wireless device, user ID and password against loss or theft. You should delete any alerts or other text messages sent or received in connection with any service. We have no responsibility or liability to you or any other person in connection with any such messages you choose to save on your wireless device. If your device is lost or stolen, report it immediately to your wireless provider.

**iv. Disclaimer.** The information in any alert may be subject to certain lag times or delays in transmission and we make no representation concerning either the currency or accuracy of any alert. Frequency of alerts is based on your account settings. Alerts are provided as a convenience only and should never be considered as an official bank record or as a substitute for the information contained in your periodic statements. We may provide important information to you through other methods, including electronic messaging within the Service.

#### **F. Electronic Messaging**

The Service provides you with the ability to send and receive electronic messages to and from us. Please remember we will not immediately receive an electronic message sent by you. No action will be made on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act on it.

Electronic messaging CANNOT be used to notify us of forgotten or stolen user IDs or passwords; nor can electronic messaging be used to notify us of unauthorized transactions. Notification of these occurrences must be done as specified in the Contact in Event of Unauthorized Transfer section in this Agreement. From time to time, we may send important notices to you concerning your use of the Service by electronic messaging. The electronic messaging service may not be used to send or receive email messages to or from the general public.

#### **G. Bill Pay**

This service is available to eligible members at the Credit Union's sole discretion and is governed by the Bill Payment Terms and Conditions, the terms of which are incorporated into this Agreement by reference. Contact Community First Credit Union of Florida by phone at (904) 354-8537 or (800) 342-8416, or by emailing [CommunityFirst@c1cufl.org](mailto:CommunityFirst@c1cufl.org) for further information.

### **VI. Contact in Event of Unauthorized Transfer**

If you believe your user ID and password has been forgotten or stolen or that someone has transferred or may transfer money from your account(s) without your permission, call:

(904) 354-8537 or (800) 342-8416

Or write:

Community First Credit Union

P.O. Box 2600

Jacksonville, FL 32232

### **VII. Disclaimer of Warranty; Exclusion of Damages; Indemnification**

We are not responsible for any loss, damage or injury resulting from an interruption in the availability of the Service, or any computer virus you may encounter using the Service. We encourage you to routinely scan your electronic device using a reliable virus protection product to detect and remove viruses from your electronic device.

#### **A. Disclaimer of Warranty**

UNLESS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT OR UNDER APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS, AND WE MAKE NO WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, TO YOU OR ANY OTHER PERSON REGARDING ANY SERVICES, OR ANY SOFTWARE OR EQUIPMENT USED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

#### **B. Exclusion of Damages**

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR BY LAW, WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGE WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE SERVICE OR THE USE THEREOF OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE FINANCIAL SOFTWARE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. TO THE EXTENT ANY SERVICES ARE PROVIDED TO YOU BY A THIRD PARTY, YOU AGREE THAT WE SHALL HAVE NO LIABILITY FOR ANY DAMAGES ARISING OUT OF THOSE SERVICES.

### **C. Indemnification**

Except where we are liable under the terms of this Agreement or another agreement governing the applicable account(s), you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other content or materials you submit to us.
- Any fraud, manipulation, or other breach of this Agreement or the Service.
- Your violation of any other applicable laws or rights of a third party, including but not limited to rights of privacy, publicity or other property rights.
- The provision of the Service or use of the Service by you or any third party.

We reserve the right to defend/control (at our own expense) any matter otherwise subject to indemnification by you. In such a case, you will cooperate with us in asserting any available defenses. You won't settle any action or claims on our behalf without our prior written consent.

You are providing this indemnification without regard to whether our claim for indemnification is due to the use of the Service by you or joint owners on your account.

### **VIII. Termination**

You may terminate your use of the Service at any time by visiting your local Community First Credit Union of Florida branch, by calling Community First Credit Union of Florida Online Support at (904) 354-8537 or (800) 342-8416 or by writing to us at Community First Credit Union of Florida, P.O. Box 2600, Jacksonville, FL 32232. You must notify us at least 10 days prior to the date on which you wish to have your Service terminated. We may require that you put your request in writing. If you have scheduled payments with a Send On date within this 10-day period, you also must separately cancel those payments pursuant to the Stopping and Modifying Bill Payments Section of this Agreement. If we have not completed processing your termination request and you have not otherwise canceled a payment, you will be responsible for payments with Send On date during the 10 days following our receipt of your written notice of termination and all accrued fees and charges. If there is more than one account owner or if more than one person is authorized to access the account through the Service, we may terminate the Service upon the request of any account owner or person authorized to access the account.

We may terminate your use of the Service, in whole or in part, at any time without notice. Upon termination, you will remain liable for payments, transfers and other transactions in process and all accrued fees and charges.

### **IX. Fees**

You agree to pay the fees specified in the current Business Fee Schedule as amended from time to time, which are available online in the Disclosure section of our website, and which are incorporated herein by reference.

We reserve the right to determine whether you are using the Service as a consumer or as a business or both and to adjust your monthly fees accordingly. Monthly fees may be changed with advance notice. In addition, stop payment fees and other Service charges may apply. For example, there may be additional fees charged against your accounts if a transaction you initiate using the Service causes any of your accounts to be overdrawn, exceed the maximum permissible number of transactions for the accounts or exceed any other qualifiers for the accounts. Refer to the Business Membership Agreement and Business Fee Schedule for these fees.

You authorize Community First Credit Union of Florida to deduct all applicable subscription, service and use fees for the Service from your service charge account. If we are unable to deduct all applicable fees from your service charge account for any reason (e.g., the account has been closed or there are not sufficient funds in the account), you authorize Community First Credit Union of Florida to

deduct all applicable fees for the Service from any of your other accounts. You may designate a different account for service charge deductions, by notifying a local branch, calling Community First Credit Union of Florida at (904) 354-8537 or (800) 342-8416 or by using online banking.

## **X. General**

### **A. Entire Agreement**

This Agreement constitutes the complete and exclusive agreement related to the Service and supplements the software license agreements, the Account Agreements and any other agreement or disclosure related to your accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to your accounts or any statement by our employees or agents, this Agreement shall control as to the subject matter addressed herein.

### **B. Waivers**

No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by us.

### **C. Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.

### **D. Governing Law, Venue, Attorney's Fees**

This Agreement shall be governed by and construed in accordance with the laws of Florida, without regard to that state's conflict of laws provisions. Any disputes regarding this Agreement shall be within the jurisdiction of the courts of Duval County, Florida. If legal action is necessary to enforce this Agreement or collect any amounts owing under this Agreement, the prevailing party has the right, subject to applicable law, to payment by the other party of all attorney's fees and costs, including fees on any appeal and any post-judgment collection actions. The parties agree that such legal action shall be filed and heard in Duval County, Florida, if allowed by applicable law.

### **E. Compliance with Applicable Laws.**

Any user of this Service shall comply with all applicable laws. We reserve the right to refuse to process any transaction we reasonably believe violates applicable law or we believe is made in connection with any unlawful transaction or activity, including without limitation, gaming, gambling, lottery or similar activities. We will notify you if we do not process a transaction.

UNLAWFUL INTERNET GAMBLING NOTICE – Restricted transactions as defined in Federal Regulation GG are prohibited from being processed through any Community First Credit Union of Florida Account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

### **F. Amendments**

We may amend this Agreement from time to time by posting the amended Agreement on our website along with a notice this Agreement has been amended or by any other reasonable notification method. You may obtain the most recent version of this Agreement by visiting our website or calling (904) 354-8537 or (800) 342-8416 to request a copy. Continued use of the Service following notice of amendment constitutes acceptance of any amendments to this Agreement.

### **G. Severability**

If any provision of this Agreement is determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect.

### **H. Service Hours**

The Service is available 24 hours a day, 7 days a week, except during maintenance periods, for the scheduling, modification or review of payment orders and for initiation of funds transfers and balance inquiries. Please refer to the description of each Service for specific processing schedules and cut-off times.

## **I. Business Days**

Our business days are Monday through Friday excluding Federal Reserve holidays.

## **J. Service Notifications**

We may add, modify or discontinue the Service at any time, including placing or changing restrictions/limits on the types or amounts of transfers or payments or changing the terms and conditions governing the Service. We may send you electronic notifications concerning the services, including notice of a change or termination of the Service. We may also temporarily suspend your use of the Service at any time for security reasons or any other reason in our discretion. We have no responsibility or liability for Service unavailability, interruptions or delays due to any cause.

## **K. Confidentiality**

Subject to applicable law, we will disclose information to third parties about you and your accounts or the transfers you make: (i) where it is necessary for completing transfers or other transactions; or (ii) to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (iii) to comply with government agency or court orders; (iv) if you give us permission; (v) as stated in the Community First Credit Union of Florida Corporation Consumer Privacy Notice; and (vi) as otherwise required or permitted by law or government regulation.

## **L. Access to other Products and Services**

Community First Credit Union of Florida may provide you access to other financial products and/or services offered by Community First Credit Union of Florida, its affiliates, or third parties with whom we have contracted. Access to these products or services may be provided through the use of hyperlinks within the Service. You agree when you use these other services, you will be subject to any terms and conditions applicable to the particular product or service. In the event of a conflict between this Agreement and any terms and conditions applicable to other services, this Agreement shall control as to the subject matter addressed herein.

## **M. Arbitration Agreement**

Any dispute arising from or relating to your account, this Agreement, or any transaction conducted through the Service will at your election or our election be resolved by binding arbitration in accordance with the arbitration agreement contained in the applicable Account Agreement. You agree that any such arbitration will be held in Duval County, Florida.

## **N. Joint Accounts**

When your Service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer. Joint accounts using the same user ID will be identified as one Service.

**Electronic Signature:** You consent and agree that your selection of the "I Accept" button below, your enrollment to use the Service or your use of the Service constitutes your signature, acceptance and agreement to the terms and conditions of this 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. 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.