



AGREEMENT TO RECEIVE ELECTRONIC DELIVERY OF ACCOUNT STATEMENTS

Community Credit Union of Florida offers eStatements as an alternative to paper statements. After you read the following information, you may consent to receive eStatements to replace all of your future paper account statements.

What do eStatements include? eStatements include all activity for savings accounts, checking accounts, club accounts, certificates of deposit, IRA accounts and loans. If you select eStatements, you will also be consenting 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 the Credit Union with an email address. You agree that if you change your email address, it is your responsibility to provide the Credit Union with a new email address. You may provide the Credit Union with your new email address by logging in to your account online, clicking on the "My Settings" link, and then click on the "Update" link to the right of your current email address. Enter your new email address and click "Save".

Equipment and Software Requirements: To receive eStatements or electronic records and to access our online banking service area, you will need a device that has Internet access through a web browser, (such as Microsoft's Internet Explorer, Google Chrome, Mozilla Firefox, or Safari). By selecting to receive eStatements, you represent that you have such equipment and software so that you will be able to view or download the eStatements Community Credit Union provides to you.

Accessing eStatements: eStatements may only be accessed after you log in to your account. eStatements for the prior calendar month (or quarter, if you receive only quarterly statements) will be available for viewing within five (5) business days of the last business day of the calendar month (or quarter). eStatements will remain available for at least twenty-four (24) months. Any eStatement posted to Community Credit Union's website will be considered delivered on the day that it was first made available to you for viewing. Access to your eStatement may be unavailable at certain times for the following reasons: (1) **Scheduled maintenance.** There will be periods when systems require maintenance or upgrades; (2) **Unscheduled maintenance.** Service may be unavailable when unforeseen maintenance is necessary; or (3) **System Outages.** Major unforeseen events, including, but not limited to earthquakes, hurricanes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, that may cause system unavailability. The Credit Union will make all reasonable efforts to ensure the availability of the Service. However, the Credit Union is no way liable for the unavailability of the Credit Union eStatement Service or any consequential damages that may result.

We make no warranty of any kind, express or implied, including any implied warrant of merchantability or fitness for a particular purpose, in connection with the eStatements provided to you under this Agreement. We do not and cannot warranty that eStatements will operate without error, or that eStatements will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents, or contractors are not liable

for any indirect, incidental, special, or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of eStatements, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort based on a warranty or any other legal theory. Further, in no event shall the liability of the Credit Union and its affiliates exceed the amounts paid by you for the services provided to you through eStatements.

Your Rights to Receive Paper Statements and to Withdraw Consent: You have a right to receive paper copies of any electronic records if applicable law specifically **requires Community Credit Union to provide such documentation**. You have a right to receive past or current statements in paper form. You may withdraw your consent to receive eStatements and records electronically at any time. To withdraw your consent to receive eStatements and electronic records, or to request a paper copy of your statements, contact Community Credit Union in person at any branch office; or call **(321) 690-2328 or (800) 690-2338 or write us at: Community Credit Union of Florida, 1030 S US Highway 1, Rockledge, FL 32955**. Any notice will not become effective until received by Community Credit Union and Community Credit Union has had sufficient time to act upon it (up to two (2) business days). A fee to cancel this service or to request paper copies of statements or electronic records may be imposed as set forth in our **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 Community 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. 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 Community Credit Union.

Agreement: You consent that Community Credit Union may communicate with you electronically as necessary. You further consent that Community Credit Union may provide to you electronically all periodic statements and electronic records. Community Credit Union reserves the right to send any or all electronic records or statements to you in paper form to your current mailing address on file at Community Credit Union.

Your selection to receive your statements electronically will become effective immediately and means that you will no longer receive paper statements in the U.S. Mail. By clicking the **"Accept"** button when you enroll in eStatements, 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.

Revised 5/18/2016