

MIDFLORIDA Credit Union
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E-SIGN DISCLOSURE AND CONSENT

Please read this Disclosure and Consent, and click below to consent or decline to proceed with the E-Signature process. By consenting below, you agree that your electronic indication of agreement, consent or authentication is as valid and legally enforceable as if it was done in ink on paper.

This notice contains important information that we are required by law to provide to you. You should keep a copy for your records. If you have any questions about receiving information in electronic form, please feel free to contact us at the above listed telephone or e-mail.

This E-Sign Disclosure and Consent ("Disclosure") applies to all Communications between you and MIDFLORIDA Credit Union ("MIDFLORIDA") for those products, services and accounts offered or accessible electronically that are not otherwise governed by the terms and conditions of an electronic disclosure and consent. **PLEASE NOTE:** Consenting to receive Communications under this Disclosure will not automatically enroll you in eStatements or Online Banking.

The words "we," "us," and "our" refer to MIDFLORIDA, and the words "you" and "your" mean you, the individual(s) or entity identified on the Account(s) including joint owners and authorized users. As used in the Disclosure, "Account" means the accounts you have with us, including your deposit account(s), your credit card account(s), your loan account(s), and all other transactions with MIDFLORIDA. "Communication" means any applications, agreements or amendments thereto, documents, disclosures, notices, claims, responses to claims, privacy policies and all other documents and information related to the loan, product, service or Account, including but not limited to information that we are required by law to provide to you in writing.

1. Scope of Communications to Be Provided in Electronic Form

You agree that documents submitted to MIDFLORIDA through this service using your user ID and password will legally bind you as if you signed and submitted the Communication on paper. You agree that we may provide you with any Communication that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communication to you, unless and until you withdraw your consent as described below. Your consent to submit and receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the Account or the product or service available through this service for your Account.
- Notices or disclosures about a change in the terms of your Account and responses to claims.
- Privacy policies and notices.
- Agreements and policies, including updates to agreements or policies.
- Annual disclosures and transactional disclosures.
- Transaction receipts or confirmations.
- Account statements and history.
- Federal and state tax statements we are required to make available to you.
- Marketing and other commercial messages
- Any other Account or transaction information.

Sometimes the law, or our agreements with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

2. Method of Providing Communications to You in Electronic Form

All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose, or (4) by requesting you download a PDF file containing the Communication.

3. How to Withdraw Consent

You may withdraw your consent to receive Communications in electronic form by writing to us at the address listed above, by calling us at the telephone number listed above, or by contacting your Member Service Officer at the nearest MIDFLORIDA branch location. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however your access and use of Online Banking may be terminated. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

4. How to Update Your Records

It is your responsibility to provide us with a true, accurate and complete e-mail address, contact, and other information related to the Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through Online Banking, by calling us at the telephone number listed above, or by contacting your Member Service Officer at the nearest MIDFLORIDA branch location.

5. Hardware and Software Requirements

In order to access, view, and retain electronic Communications that we make available to you, you must have:

- A personal computer with sufficient processing speed and a current version of a compatible operating system (for specific requirements, contact us at the telephone number listed above).
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit to retain copies of documents you wish to save;
- Telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using one of the browsers specified below.
- A current version of Adobe Acrobat or Adobe Reader for viewing and printing electronic documents. JavaScript and browser display must be enabled. For a free copy of Adobe Reader, go to www.adobe.com.
- Internet access through an Internet Service Provider selected by you. No specific speed is required. Performance may be unsatisfactory using dial-up connectivity.
- A current version of a compatible Internet web browser with Cookies and JavaScript enabled.
- An e-mail account with an Internet service provider and e-mail software.
- If you have a spam filter, it must be configured to allow you to receive Communications from MIDFLORIDA.
- A printer (if you want to print copies of electronic records).

You are responsible for configuring your system to accommodate the above computer requirements. If we change the minimum hardware or software requirements needed to access or retain records, and the change creates a material risk that you will not be able to access or retain a subsequent record, then before the change takes effect we will notify you of the new requirements via email. You authorize MIDFLORIDA to install software on your electronic devices, including but not limited to, cookies, HTML code, Java Scripts, operating systems, and other programming necessary for the functioning of other software or services you have requested or to which you have consented, and updates to the software.

6. Requesting Paper Copies

We will not send you a paper copy of any Communication which is available electronically from MIDFLORIDA, unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, write to us at the address listed above, Attn: Records Retention. We may charge you a reasonable service charge, of which we have provided you prior notice or published on our Fee Schedule, for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

7. Communications in Writing

All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.

8. Federal Law

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. You also give express consent under Canadian anti-spam laws to receive commercial electronic messages.

9. Termination / Changes

We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law. We shall update this agreement on our website and may notify you of such changes by mail or electronic message to your most recent address listed on our records.

10. Updating Email Address

It is your responsibility to keep us informed of your valid e-mail address. You understand and agree that if MIDFLORIDA sends you an electronic Communication but you do not receive it because your primary e-mail address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, MIDFLORIDA will be deemed to have provided the Communication to you. We are not responsible for any delay or failure in your receipt of Communications.

You can update your primary email address or street address at any time by logging into your Online Banking account, going to "My Account", and selecting the "Profile" tab, or by contacting us at the address listed above. If your email address becomes invalid so that electronic Communications sent to you are returned, your Account may be deemed inactive, and you will not be able to transact any activity using your Account until we receive a valid, working primary email address from you.

11. Security

Your User ID and password that are used to access this service should be kept confidential. We strongly recommend that you change your password regularly. You are responsible for keeping your password, account numbers and other account data confidential. If you print or download any confidential material, be sure to store them securely just as you would with a paper-based record from a financial institution.

12. Duty to Review Communications

You must promptly access/review your Communications and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. Any applicable time periods within which you must notify us of any errors shall begin on e-mail notification date regardless of when you access or review your Communication. If you do not timely report to MIDFLORIDA any error, irregularity, discrepancies, claims or unauthorized transactions, you shall be deemed conclusively to have accepted all matters contained in the Communication to be true, accurate and correct in all respects.

13. Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Communications provided to you under the Agreement. We do not and cannot warrant that this service will operate without error, or that the service 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 the Agreement or by reason of your use of this service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

MIDFLORIDA makes no warranty that:

- The service will be uninterrupted, timely, secure or error-free
- The service will meet your requirements
- The results that may be obtained from the use of the service will be accurate or reliable
- The quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations
- Any errors in the software will be corrected

MIDFLORIDA shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from:

- The use or the inability to use the service
- The cost of procurement of substitute goods and services resulting from any goods, data information or services purchased from the service
- Unauthorized access to your transmission
- Unauthorized alteration of your data
- Statements or conduct of any third party service provider
- Any other matter relating to the service

14. Authentication and Signature

By selecting the "I Consent" option below, you agree to receive, sign and submit documents electronically. After you consent, the registration process will begin for authentication and identity creation. This will enable you to view, print and download documents delivered to you in a secure environment. A digital certificate will be employed if a signature is requested. When you receive electronic documents that may require signatures, we employ a 2-part document delivery process. Documents shown in the web browser are a rendering of the actual document. This rendering looks the same as the original, but has added features that facilitate the online viewing and signing process. If you indicate that you want to sign the document after viewing this rendering, your electronic signature will be created on the actual document. If other parties have already signed the document, the rendering will show images of the existing signatures. In rare cases, these signature images may not reflect the current signature status. If you want to determine the current signature status, or save a copy of the actual document for your records, a link is provided for you to obtain an 'archive copy.' An archive copy is a full copy of the actual document, containing the complete electronic signatures. After all parties involved in the delivery and signing process have performed their actions, you will be notified by email and will have an opportunity to download fully-executed archive copies for your records. Archive copies may also be obtained later from the document sponsor, as described above.

By providing your consent below you agree to receive Communications according to the process described above, and confirm that you are able to access all of the Communications in electronic form. You are also confirming that you have the hardware and software described above and that the e-mail address you have furnished to us is accurate and active. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, agents and users identified with your accounts.