AGREEMENT TO RECEIVE ELECTRONIC DELIVERY OF ACCOUNT STATEMENTS

**eStatements.** After you read the following information, you may consent to receive eStatements by electronic delivery to replace all of your future paper account statements, by clicking on the "I Agree" button below.

**What do eStatements include?** eStatements include, in electronic form, your account statements and electronic records regarding your account. The eStatement link has all activity for your accounts and your loan accounts for which you are the primary member. When you agree to eStatements, you will receive an electronic statement for all accounts/member numbers for which you are the primary account holder. If you select eStatements, you will also be consenting to electronic delivery, of all electronic records such as tax statements, disclosures, agreements, contracts, receipts, notices, modifications, amendments, and all other evidence of our transactions with you or on your behalf.

**Your Email Address.** By enrolling in eStatements, you authorize us to use your email address to communicate with you electronically as necessary. You agree to provide us with an email address at which you can receive statement availability notifications and electronic records. You agree that if you change your email address, it is your responsibility to provide us with a new email address for eStatement notifications. You may provide us with your new email address by logging in to your account and clicking on the "Change your Email Address" button. If we determine that an e-mail message to you regarding the availability of eStatements is undeliverable, we may, at our sole discretion, choose to mail statements and records to you through a postal service. We reserve the right to send any or all electronic records or statements to you in paper form to the last mailing address you provided, as shown in the records of MIDFLORIDA Credit Union.

**Equipment and Software Requirements.** To receive eStatements, you need Internet access and a web browser (such as Microsoft's Internet Explorer or Netscape Navigator). By enrolling in eStatements, you represent that you have the necessary equipment and software to download, access, read, review, print and store the eStatements we provide to you. The equipment and software requirements may change. You will receive advance notice of any changes, and you must comply with the changes in order to continue receiving eStatements. You are solely responsible for setting up and maintaining your internet access, equipment and software and satisfying all equipment and software requirements.

**Accessing Electronic Records, eStatements, and Electronic Tax Statements.** Electronic Records, eStatements, and electronic tax statements 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 statement ending date. When eStatements and electronic tax statements are available for your review, you will be notified at the email address you have registered with us. eStatements will remain available for at least 90 days. In general, tax statements that are posted to your Online Services account will be available to members in good standing for 12 months after they are posted. Any eStatements and tax statements posted to our web site will be considered delivered on the day that they were first made available to you for viewing.

**Your Rights to Receive Paper Statements and Records and to Withdraw Consent.** You have a right to receive paper copies of any electronic records if applicable law specifically requires us 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, but doing so will not alter the validity of electronic records that were made available to you prior to your withdrawal of consent. To withdraw your consent to receive eStatements and electronic records, or to request a paper copy of your statements, telephone us at (863) 688-3733 or Toll Free (866) 913-3733 or write us at PO Box 8008, Lakeland, FL 33802-8008.

Any withdrawal of consent will not become effective until received by us and we have had sufficient time to act on it (up to two business days). A fee to request paper copies of statements or electronic records may be imposed as set forth in the Fee Schedule.

**Fees.** Fees may be charged for select accounts as disclosed on our separate Fee Schedule. You agree that we are authorized to deduct any fees from any of your accounts without prior notice.

**Your Responsibility to Review eStatements.** You are responsible for reviewing your eStatements and, if there are any errors or unauthorized transactions, you must notify us within 60 days after statement delivery. If you do
not notify us within 60 days, you agree that the eStatement is a final and uncontestable statement of your account, unless law provides otherwise. See the Error Resolution Notice below for an explanation of your rights and responsibilities and for more information.

**Periodic Statements.** You will receive a monthly account statement from us for your share accounts, unless there are no transfers in a particular month, in which case you will receive a statement at least quarterly.

**ERROR RESOLUTION NOTICE (FOR NON-BUSINESS ACCOUNTS)**

In Case of Errors or Questions About Your Electronic Transfers, telephone us at (863) 688-3733 or Toll Free (866) 913-3733 or write us at PO Box 8008, Lakeland, FL 33802-8008, 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 provided electronically to you the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. 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.
3. Tell us 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 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point of sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

In the event of a dispute regarding the services, you and we agree to resolve this dispute by looking to these Terms and Conditions. These Terms and Conditions shall supersede any and all other representations made by you or our employees.

Business Days are Monday through Friday excluding Federal Holidays

**MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST**

Your enrollment in eStatements will become effective immediately and means that you will no longer receive paper statements by mail. By clicking the "I Agree" button below, 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.

My electronic signature below is my legal authentication and signed acceptance of this Agreement.

Your Electronic Signature

(Please type your first and last name here)

☐ I Agree

Rev DBJ 05.2020