# e-SIGN DISCLOSURE

With your acceptance of this e-Sign Disclosure, you consent to receive and sign in an electronic format all current and future documents, communications, forms, agreements, fee schedules, applications, notices, disclosures, periodic statements, credit card & loan statements and tax forms (all referred to as "documents") presented on Tyndall Federal Credit Union's website, by email, by message, and through online banking services. Your consent remains in effect until you give us notice that you are withdrawing it.

You verify and agree that you have the required hardware and software necessary to access these documents and retain copies of them. To do so, you will need an internet connection, a current version of an internet browser, the ability to view and read HTML and PDF documents, electronic storage to retain documents, a printer for paper copies, a computer that can support these requirements, an active email address, and a contact phone number. If we revise these hardware and software requirements and there is a material chance that the changes may impact your ability to access the documents, we will notify you of these changes 30 days in advance and provide you an opportunity to cancel your acceptance of these electronic documents and/or change your method of receiving documents without the imposition of a termination fee.

You have the right to withdraw your consent at any time. Please be aware, however, that a withdrawal of consent may result in termination of your access to our electronic services, including online banking, and your ability to use some of our products. Your withdrawal of consent will become effective only after we have had a reasonable opportunity to act upon it. To withdraw your consent, please contact us at:

Hbhelp@tyndall.org, or 850-769-9999, or 888-TYNDALL (896-3255) toll-free

You may request paper copies of documents, which will be subject to the fee indicated on our Rate & Fee Schedule at that time. You should print or save a copy of all documents delivered or obtained electronically.

By accessing our electronic documents, by proceeding with an online account application or by enrolling in Online Banking, you have demonstrated the ability to access the documents and signify your agreement with this e-Sign Disclosure.

# Online Banking Agreement & Disclosure Effective Date: January 1, 2025

Tyndall Contact Center: 850-873-3600 or 888-896-3255 (toll-free) PO Box 59760 Panama City, FL 32412-0760 hbhelp@tyndall.org

# PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN THE SERVICE OR INITIATING ANY TRANSACTIONS.

1. Scope of this Agreement

This Agreement between you and Tyndall Federal Credit Union governs your use of our Online Banking Service (the "Service"). The Service permits our members to perform a number of banking functions on accounts linked to the Service through the use of a personal computer and the Internet.

2. Accepting the Agreement

After you have carefully read this Agreement in its entirety and the linked <u>Privacy Notice</u>, you will be asked to consent to (accept) the terms and conditions of this Agreement.

You should print and/or save a copy of this Agreement for your records. If you need help printing or saving this document, or if you have any questions about this Agreement, please contact the Tyndall Contact Center. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time.

WHEN YOU CLICK AGREE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY AGREEING, YOU ALSO CERTIFY THAT YOU ARE ABLE AND WILLING TO ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT AND YOU UNDERSTAND THAT YOU CAN PRINT A COPY AND/OR SAVE IT TO YOUR HARD DRIVE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, YOU WILL NOT BE ABLE TO USE THE ONLINE BANKING SERVICE. IF YOU RECEIVE THIS AGREEMENT IN PAPER FORM AND DO NOT AGREE WITH THE TERMS, PLEASE BE AWARE THAT ENROLLING IN THE ONLINE BANKING PROGRAM ACKNOWLEDGES YOUR ACCEPTANCE OF THE TERMS OF THE AGREEMENT.

3. Definitions

<u>Agreement</u> - means the terms and conditions of the Online Banking Services.

<u>Authorized User</u> - is any individual, agent, or sub-user whom you allow to use the Service or your Password or other means to access your Eligible Account(s).

You or Your - Refers to the owner of the Eligible Account and person(s) subscribing to or using the Service.

We, Us, or Our - Refers to Tyndall Federal Credit Union and any agent, independent

contractor, Service Provider, licensor, designee, or assignee Tyndall Federal Credit Union may involve in the provision of Online Banking Service.

<u>Business Day</u> - is every Monday through Friday, excluding Federal Reserve holidays. Account transfers are processed on all Business Days that the Federal Reserve is open for business.

<u>Business Customer</u> - Refers to anyone other than a consumer who owns an Eligible Account with respect to which the Service is requested primarily for business purposes.

<u>Business Day Cut-off</u> - Refers to the cut-off time for posting purposes. The cut-off time for "scheduled" or "recurring" transfers is based on our Business Days. For posting purposes, we will process all transfers completed by 11:59 am Central Time that Business Day.

Scheduled transactions completed after 11:59 am Central Standard Time will be processed on the following Business Day.

<u>Consumer</u> - Refers to a natural person who owns an Eligible Account at our Financial Institution with respect to which the Service is used primarily for personal, family, or household purposes.

<u>Electronic Funds Transfer (EFT)</u> - Refers to any transfer of funds initiated through the Service, such as a bill payment or account transfer. If we authorize your Eligible Account(s) for EFTs through the Service, you have certain rights and responsibilities under the EFT Act (Regulation E) which are further detailed in Section 17 of this Agreement.

<u>Eligible Accounts</u> - An Eligible Account means any of your accounts to which we may allow access through the Service under this Agreement. Only a checking account may be eligible for Bill Payment privileges. We may make additional accounts available for Bill Payment services from time to time by law or our Bill Payment Service Provider. Should you wish to enroll in Bill Pay, a separate Bill Pay Agreement will be presented to you prior to enrollment.

You may request Online Banking access to any account on which you are a signer or owner. If you or your Authorized Users desire features of the Service that allow you to initiate Bill Payments, transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account.

When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.

<u>Joint Accounts</u> - If the accounts added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated using your Access ID and Password are authorized unless we have been notified to cancel the Service.

<u>Service Hours</u> - You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties you may have in accessing the Service or certain features.

<u>Service Provider</u> - includes any agent, licensor, independent contractor or subcontractor we may involve in the provision of Online Banking.

# 4. Featured Online Banking Services

The Online Banking Service currently offers features such as:

- Account Inquiries for balances, transactions, deposits, etc.
- Up to 36 Months of Account Statements, if you enroll in e-Statements
- Transfers between your accounts at this financial institution
- Secure emails via the Service's messaging system
- Secure File Transfers
- Payments to loans at this financial institution
- Check Images (cleared share drafts)
- Online check reorders
- Stop payment on checks that you have written
- Transfers
- Set up Alerts

We may add or remove certain features and/or functionality from time to time.

# 5. Requirements for Enrolling in the Service

To enroll in the Service, you must:

- Have an Eligible Account with Tyndall Federal Credit Union. Your account with us must be in good standing
- You must be 18 years of age or older
- You must be a resident of the United States or its possessions

Before enrolling in the Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Service and retain a copy of it. (Hardware and software requirements are outlined above in the e-Sign Disclosure).

You are responsible for all telephone access fees and/or Internet Service fees that may be assessed by your telephone and/or Internet Service provider.

# 6. Equipment Maintenance

<u>Virus Protection</u>: You should routinely scan your computer and disks using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Firewalls: You should also utilize a firewall, (hardware and/or software), especially if you

have a broadband Internet connection such as DSL or cable modem.

<u>Patches</u>: You should periodically update your operating system and browser for critical security related patches.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER. THIS FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUS THAT AFFECTS YOUR COMPUTER OR SOFTWARE WHILE USING OUR SERVICE.

WITH YOUR ACCEPTANCE BELOW AND YOUR USE OF THE SERVICE, YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL COSTS, EXPENSES, OR ANY DAMAGES WHATSOEVER (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION, OR ATTORNEY'S FEES) RESULTING FROM ANY ERRORS OR FAILURES FROM ANY MALFUNCTION OF YOUR COMPUTER OR ANY VIRUS OR COMPUTER PROBLEMS THAT YOU MAY ENCOUNTER RELATED TO THE USE OF THE SERVICE.

7. Electronic Disclosures

In the future, we may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include monthly account statements, deposit account disclosures, notices regarding changes in account terms and fees, and privacy notices. (Hardware and software requirements for accessing these types of disclosures are outlined above in the e-Sign Disclosure).

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT ONLINE BANKING-RELATED DISCLOSURES IN AN ELECTRONIC FORMAT. YOU ALSO AGREE THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

You may change the method of delivery at any time (e.g., from electronic format to paper format) by contacting us at: hbhelp@tyndall.org, 850-873-3600 or 888-896-3255, Option 5 (toll-free)

In addition, you can request paper copies of documents through the Service. Additional fees for paper copies may be imposed depending on the type of account you have and/or the reason and frequency of your requests for paper copies.

You should print or save a copy of all disclosures delivered electronically.

8. Enrollment Process

You must complete the enrollment process via the Internet to use the Service.

Log into Online Banking by downloading the app called "Tyndall Mobile" from the Apple App Store or Google Play. Or visit Tyndall.org: the log-in box can be found in the top right-hand corner of the screen. Choose "Register". To enroll in Online Banking for the first time, you will use your Tyndall member number.

When you enroll for the Service, you agree to provide true and accurate enrollment information. Tyndall Online Banking will verify the information you submit for accuracy and proper authorizations.

# 9. Signature Requirements

When any transfer, ACH, or other Payment Instruction is initiated through the Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you.

# 10. Account Balances

Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments, or charges.

The Service will display the most current balances on the Accounts page. There may be situations that cause a delay in an update of your balances, due to the un-posted "pending" transactions, but you will be able to see those pending transactions in most cases. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

# 11. Other Features Available through the Online Banking Service

# A. Stop Payment Feature

The stop payment feature within the Service should NOT be used to cancel transfers and bill payments.

The stop payment feature within the Service is for stopping payments on checks you have written or for stopping pre-authorized electronic drafts (such as check-by-phone payments for which an actual check is created with a unique check number). Please note that a stop payment is not guaranteed for the first 24 hours, and there may be situations where a stop payment may not be possible. If your request is urgent, we recommend that you contact our Contact Center directly at 850-769-9999 (888-896-3255, toll-free) or visit your nearest branch location.

There is a stop payment fee associated with this feature. Please refer to our Fee

<u>Schedule</u> for additional information on fees and service charges associated with stop payments. Additional terms of acceptance or disclosure may apply on the stop payment service and these disclosures will be made at the time you complete the request.

B. Additional features within the Service include check reorders, secure emails, address changes, and personal financial management software. Generally, requests received through the secure email feature of the Service will be processed within one

 Business Day. For urgent requests, we recommend that you contact our

We also offer a link for check reorders. This link will redirect you to our check printing partner to enable you to reorder your checks.

## 12. Information Authorization

Contact Center.

Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information.

## 13. Exclusions of Warranties

The service and related documentation are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Notwithstanding our efforts to ensure that the service is secure, we cannot and do not warrant that all data transfers via the service will be free from monitoring or access by others.

You are solely responsible for the maintenance, installations, and operation of your computer. Neither this financial institution nor its service providers shall be responsible for any delays, errors, deletions, or failures that occur as a result of any malfunction of your computer or software.

The foregoing shall constitute Tyndall Federal Credit Union and its service provider's entire liability and your exclusive remedy. In no event shall Tyndall Federal Credit Union or its service providers be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits or attorney's fees (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the equipment, software, and/or your use of the service.

#### Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your account on time or in the correct amount according to your instructions or our Agreement 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, your Eligible Account or Bill Payment Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft account;
- 2. Your Eligible Account or Bill Payment Account(s) is closed;
- 3. The Service is not working properly, and you know or have been advised by the Service about the malfunction before you execute the transaction;
- Circumstances beyond the control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances;
- 5. If your computer, software, or telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer or bill payment;
- 6. If we have reason to believe that a transaction request may not be authorized by you or any third party whose authorization we believe is necessary;
- 7. If the payment request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal.

Documentation and Verification of Payments and Transfers

Information regarding Online Banking transactions will be reflected in the account detail and account history sections of the Service and in your regular monthly account statement(s).

# 14. Privacy and Internet Security

A. Privacy

We understand how important privacy is to our members. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our <u>Privacy Notice</u> before completing the enrollment process for the Service.

B. Internet Security

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Service, the system will verify your identity and authorization against information associated with the Eligible Account(s).

User IDs and Passwords - One of the main security features protecting the Service is the unique combination of your User ID and Password. During the enrollment process, you will be asked to select a unique User ID and then choose a Password that will be used to gain access to the Service. You determine your own Password, which is encrypted in our database. Neither this financial institution nor its Service Providers have access to this information.

Our Service also uses a program that will help you select a good Password. Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a Password that is hard to guess. The Password security program will encourage you to stay away from words based on your name, address or other personal information.

For specific User ID and Password requirements, please visit the Online Banking section of <u>tyndall.org</u>.

Keep your Password safe. Memorize your Password and do NOT write it down. You should also change your Password occasionally, such as every 90 days. A Password should be changed immediately if you suspect that your Password has been compromised.

We will not contact you unexpectedly via telephone or email requesting your User ID or Password. If you are contacted by anyone requesting this information, please contact us immediately.

If you believe that your Password or other means to access your account has been lost or stolen, or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling

850-873-3600 or 888-896-3255, Option 5 (toll-free) during business hours.

You may also contact us by sending a secure message through the Online Banking Service.

By accepting the terms of this Agreement, you acknowledge your responsibility for protecting the confidentiality and security of your User ID and Password and you agree to change it periodically and/or if you believe it has been compromised.

If you disclose your Password to anyone, and/or if you allow someone to use your Password to access your accounts, you are authorizing them to act on your behalf and you will be responsible for any use of the system by them (e.g., such as when you provide this information to a joint account holder, spouse, and/or an aggregation service provider).

Log-On Security - For your protection, you should sign-off after every Online <u>Banking session</u>. However, in order to help prevent unauthorized access to your account(s), your online session will end automatically if we detect no activity for 25 minutes. This is to protect you in case you accidentally leave your computer unattended after you logged on. When you return to your computer, you will be prompted to re-enter your User ID and Password. In addition, we will lock your account after five unsuccessful log-in attempts. Your account will be deactivated after 50 unsuccessful login attempts within a 24-hour time frame.

Encryption - The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Online Banking. Your browser automatically activates this technology when it attempts to connect to our Service. Our Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the

bottom of the screen from "open" to "locked". What this means to you is that your communications are always scrambled from your browser to our servers so no unauthorized party can read the information as it is carried over the Internet. Certificate Authority - The servers hosting our Service have been certified by a "Certificate Authority" to assure you that you are actually talking to our Service instead of someone pretending to be us. If you are using an older browser, you will see that the "Certificate Authorities" key may have expired; you will need to update it on your browser.

Cookies - During your use of the Service, our Online Banking Service Provider will pass an encrypted cookie to your computer or mobile device to identify your computer during the session. This cookie enables us to process multiple transactions during the session without providing a User ID and Password for each transaction. Users must accept this cookie to use our Online Banking product. This cookie does not contain any personal information; it simply provides another level of security for our Online Banking product. The cookie is stored on your computer or mobile device, identifying it while logged on. We recommend you periodically clear the cookies through your browser's privacy settings. This will remove the cookies that have been previously stored on your computer. Understand, however, that if you do so, you will have to go through the additional authentication process when you access Online Banking the next time.

Use of Public Computers - The security of public computers or open networks (e.g. in a library, hotel lobby computer, or other unsecured Wi-Fi) cannot be assured; therefore, we strongly recommend that our customers refrain from accessing online accounts on a public computer. If you must do so, please do not leave the computer unattended, and be sure to clear the computer's Internet cookies and browsing history after you log off.

In addition to the security features described above, there may be other security related notices posted on our website or Service from time to time. It is your responsibility to read all security notices.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

#### 15. Password and Security

When you accept the terms and conditions of this Agreement below, you agree not to give or make available your Password or other means to access your account to any unauthorized individuals. You are responsible for all transfers and bill payments you authorize using the Service. If you permit other people to use the Service or your Password or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your Password or other means to access your account has been lost or stolen, or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling 850-769-9999 or 888-896-3255, Option 5 (toll-free) during business hours.

You may also contact us by sending a secure message through the Online Banking Service.

By accepting the terms of this Agreement, you acknowledge your responsibility for protecting the confidentiality and security of your User ID and Password and you agree to change it periodically and/or if you believe it has been compromised.

# 16. Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended from time to time. In such an event, we will provide notice to you. Any use of the Service after we provide you with a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate the Agreement assent as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

# 17. Address, Email, phone number changes

When you enroll in the Service, we may send you a "Welcome" email. We may also send you emails and/or secure messages through the Service regarding important Online Banking and Bill Pay Service matters and/or changes to this Agreement. You must maintain a current email address with us in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses.

Changes can be made either within the system or by contacting the Tyndall Contact Center at 850-769-9999 or 888-896-3255, Option 5 (toll-free).

# 18. Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, you may contact Tyndall Contact Center via one of the following methods:

- 1. Telephone us at 850-769-9999 or 888-896-3255, Option 5 (toll-free) during business hours; and/or
- 2. Write us at:

Tyndall Federal Credit Union, Attn: Tyndall Contact Center P.O. Box 59760 Panama City, FL 32412-0760, or

3. Send us a secure email through the Online Banking Service.

Any bill payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments, including recurring payments, will not be processed once the Service is cancelled. You will remain responsible

for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, Online Banking accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your account(s) to cover any fees and other pending transfers or debits. To request reinstatement of the Service, you must call Tyndall Contact Center.

## 19. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement to any future, affiliated or unaffiliated company, directly or indirectly. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

## 20. No Waiver

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

# 21. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

# 22. Disputes

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what our employees, our Service Providers, or our Member Service Departments say, and the terms of this Agreement, the terms of this Agreement will prevail.

# 23. Ownership of Material

Copyright in the pages and in the screens displaying the pages, and in the information

and material therein and in their arrangement, is owned by Tyndall Federal Credit Union and/or its Service Providers, unless otherwise indicated. All registered and unregistered trademarks in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

# 24. Governing Law and Relation to Other Agreements

Accounts and services provided by this financial institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

Proceed with Enrollment for the Service.

By clicking Agree below, you are acknowledging that you have read and agree to the terms and conditions of this Agreement and would like to proceed with enrollment in Online Banking.

If you do not click Agree, you may still enroll in our Online Banking at a later time. You will still be asked to accept the Terms and Conditions of this Agreement.

#### e-STATEMENTS AGREEMENT Tyndall Federal Credit Union

This disclosure governs, along with any other documents applicable to this account including the Credit Union's Electronic Funds Transfer Agreement and Membership and Account Agreement, the agreement between the member (You) and Tyndall Federal Credit Union (Credit Union, We, Tyndall) regarding receiving periodic account statements, credit card & loan statements, disclosures, tax documents and notices (all referred to as "e-Statements") in an electronic format rather than in a paper format sent via U.S. mail to your address of record. To accept electronic delivery of e-Statements, you must certify that you are able and willing to accept them electronically. You acknowledge that printed statements will no longer be mailed to you. In addition, you agree to maintain a valid email address with Tyndall Federal Credit Union, and that you will not hold the Credit Union liable for sending your e-Statements to such email address. At times we may, in our sole discretion, send paper copies of e-Statements, even if you have requested electronic delivery.

You can request a printed copy of your e-Statements from the Credit Union at any time. Applicable fees, as outlined in the current Fee Schedule, may be charged for this request. However, you may print your e-Statements yourself at any time or you may save them electronically for your records.

As long as you are enrolled in e-Statements, and an active Online Banking user, your e-Statements are securely available through Online Banking for a period of at least 36 months. If you are just now enrolling in Online Banking, your available e-Statements will begin with the month in which you enroll and will generally be available during the first week of the following month. Should your Online Banking account become inactive for 13 months, you will not be able to view your e-Statements online. If you are not an active e-Statements member, you will not be able to view your e-Statements online.

When your e-Statements are available for viewing online, we will send an email notification to the email address we have on record for you. Should you need to change the email address for the e-Statement notification, you may update the information at any time through Online Banking or by contacting the Credit Union. Your e-Statement will be available from the e-Statements Section in Online Banking. Depending upon your email service provider, undeliverable emails may or may not be returned to us. You understand and agree that when we send a notice to your email address that your e-Statements are available for viewing, we are under no obligation to attempt redelivery of the email or to notify you, and that we have satisfied our obligation to deliver your e-Statements.

The member who receives this email is the agent for his/her joint owners for the purpose of receiving and notifying them that the e-Statements are available. If you note any errors, irregularities or discrepancies on your e-Statements, you must notify the Credit Union within the timing requirements of the membership agreement upon receiving the email notification that your e-Statements were available. If the discrepancy is the result of an electronic funds transfer, the provisions of the Credit Union's Electronic Funds Transfer Agreement will control this resolution. If you fail to notify the Credit Union, you will have no claim against the Credit Union. It is your sole responsibility to provide us with your correct contact information, including your email address. Please be sure to notify us of any changes to your personal contact information as soon as possible. You may update any of your personal information through Online Banking, in-person, or by contacting our Contact Center at 850-769-9999 (888-896-3255, toll-free). If, at any time, you decide that you no longer want to receive e-Statements electronically and want to resume receiving a printed copy, you must change your Statement Delivery Options online for such action to be taken. If you wish to unsubscribe and return to paper statements, click on the "Enrollment" button on the e-Statements page of Online Banking and select the "Paper" option. There is no fee for unsubscribing from e-Statements, however, if you have a Checking Account with Tyndall and paper statements are reinstated, you may no longer meet the criteria necessary to have your Monthly Service Fee waived. In addition, if you are enrolled in Tyndall First Checking, you will no longer meet the required criteria for maintaining that account.

It is understood that any actions that are to be taken by the Credit Union under this Agreement will not be taken until the Credit Union has had a reasonable opportunity to act upon such actions.

THERE IS NO CHARGE FOR THIS SERVICE.

- 1. System requirements Prior to acceptance of electronic delivery of e-Statements, you should verify that you have the required hardware and software to access and retain them, as explained in the e-Sign Disclosure. By opening this agreement, you have confirmed and demonstrated that you have the required software available to you. Cookies and JavaScript must also be enabled in your web browser. We will inform you of any change in hardware or software requirements that may affect your access to or use of e-Statements.
- 2. Enrollment When you enroll in e-Statements, you understand that your request is only for the member number connected to this Online Banking Access ID. If you wish to receive e- Statements for another member number you may have with the credit union, you must log into Online Banking under each member number's User ID to request the service and to view that account's statements, notices, and documents.
- 3. Change Statement Delivery Option You may withdraw consent to e-Statements delivery at any time, without the imposition of any cancellation fees. If you request that we reinstate paper delivery of your statements, all other forms, disclosures and tax documents that would normally be provided electronically would be sent in paper format as well.

To withdraw consent to electronic delivery, log in to Online Banking, select the e-Statements tab, click on the "Enrollment" tab in the top right, and select the "Paper" option. By changing your delivery method to Paper, you submit the request for the member number connected to this Online Banking Access ID. If you choose this option, we will resume delivery of your paper statements by U.S. Mail. It is important to note that once you switch back to paper statement delivery, your e-Statements, notices, tax documents and forms (current and previous) will no longer be accessible online. You may want to save or print previous e-Statements and any notices for your records.

4. Our Liability - Tyndall will not be responsible for any loss, damage or injury

whether caused by the equipment, software and/or Online Banking service, 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 Online Banking, 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 for a particular purpose or warranties of merchantability. We also accept no responsibility for your email address or for anyone accessing your emails.

5. Alterations and Amendments - The terms of this Agreement, applicable fees, and service charges may be altered or amended by Tyndall from time to time. In such an event, the Credit Union shall notify you at your address (or email address) as it appears on the Credit Union's records. Any continuation of the service after Tyndall sends you a notice of change will constitute your agreement to such change(s).

# Disclosure Agreement:

I understand that the periodic account statements, credit card & loan statements, disclosures, tax documents and notices for the member number connected to this User ID will be available in PDF and/or HTML format and will no longer be sent to me by U.S. Mail. I also agree that I will maintain access to the Credit Union's Online Banking via the Internet and an email account and agree that I have the hardware and software necessary to access them.

By accepting this form, I am providing my electronic signature, and I agree to be bound by the terms stated in this e-Statements Agreement.