

## **Terms of Use**

### **Electronic Funds Transfers - Your Rights and Responsibilities**

This document is a contract that establishes rules, which control Internet and Mobile Banking “Service(s)” with floridacentral Credit Union. Please read this disclosure carefully because it tells you about your rights and obligations for the Internet and Mobile account access transactions listed. You may want to print this notice for future reference, or contact floridacentral Credit Union and a printed copy will be mailed to you.

You may access your account(s) by your computer or any mobile device with an internet browsers using your User ID and your personal identification number to:

- view account balances and transaction history,
- transfer funds from a savings or checking account to another savings or checking account listed under the same account number (or with an account you have complete a Cross Account Transfer Agreement with),
- make loan payments from a savings or checking account to a loan with us
- make credit card payments from a savings or checking account to a credit card with us
- utilize Export or download account history to hard drive or to financial software such as Quicken<sup>TM</sup>,
- transfer funds to and from an account you own at another financial institution,
- apply for a loan with floridacentral Credit Union,
- utilize Money Desktop,
- order checks and gift cards,
- register, unregister, and view eStatements,
- perform user maintenance, such as change contact information, user ID, password, challenge questions, etc.
- use the Bill Pay service to schedule payments (refer to Bill Pay Terms and Conditions for details),
- deposit a check with the use of Remote Deposit (refer to Remote Deposit Terms and Conditions for details)

Transfers take place immediately, unless there is technical difficulties that may slow the process, provided there are no holds on the accounts, and the funds are available for transfer. Internet and Mobile Banking are available 24 hours a day, 365 days a year, with minor interruptions for end-of-day-operations, routine maintenance, and circumstances beyond our control.

#### **Fees**

We do not charge for Internet or Mobile Banking access, transfers within or between floridacentral accounts, or account inquiries.

#### **Documentation**

A reference number will be assigned to each transaction that you make using Internet or Mobile Banking. You will receive a monthly account statement from us with your share draft/checking account information. You will receive a monthly account statement from us for your share (savings)

accounts, unless there are no transfers or transactions in a particular month. In any case, you will get a statement at least quarterly.

### **Financial Institution's Liability**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages limited to the transfer amount and fees. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the terminal or system was not working properly and you knew about the technical difficulties when you started the transfer.
3. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
4. There may be other exceptions stated in our account agreement with you.

### **Confidentiality**

We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us written permission.

### **Unauthorized Transfers**

You are responsible for all transactions you authorize using your Internet Banking PIN (Personal Identification Number). If you disclose the PIN to anyone, you understand that you have given access to your accounts via the Internet and Call24 Telephone Banking and that you are responsible for such transactions.

**Member Liability** - Tell us IMMEDIATELY if you believe your User ID or password has been lost or stolen. Contacting floridacentral immediately is the most effective way to minimize your losses. Also, if your floridacentral statement shows transfers or transactions that you did not make, contact floridacentral immediately. If you do not contact us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if we had been notified within a timely manner.

**In the event of an unauthorized transfer** - If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or email us at the contact information listed below:

floridacentral Credit Union  
(813) 879-3333  
(800) 528-3330  
Email: [Info@floridacentralcu.com](mailto:Info@floridacentralcu.com)

### **Business Hours:**

Monday through Thursday, 8:00 a.m. to 5:00 p.m.  
Friday, 8:00 a.m. to 6:00 p.m.

Saturday (for select branches), 9:00 a.m. to 1:00 p.m.

### **Error Resolution Notice**

In case of errors or questions about your electronic transfers, call or email us at the contact information listed above immediately. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, please contact us immediately. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error of 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, and if possible, the date it first appeared on your statement.
4. Tell us your telephone number where you can be reached during business hours in case we need further information.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time however, we may take up to 45 days to investigate your complaint or question. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

### **Hold Harmless**

You agree to indemnify and hold harmless floridacentral Credit Union from and against any loss, action, claim, or demand including incurred attorney's fees, resulting from or relating to, directly or indirectly, from the use of these or any related Services.

You agree that all the Services provided under the agreement and provided on an "As is, Where is" basis and with all faults. Except as otherwise expressly set forth herein, no representation or warranty is made, express or implied, including but not limited to, implied warranties of merchant ability or fitness for a particular purpose, with respect to any service including without limitation, with respect to the accuracy, validity, or completeness of any service (or any information contained therein). No warranties will be created by course of dealing, course of performance, or trade usage, and all such representations and warranties are expressly disclaimed in addition, except as otherwise expressly set forth herein there is not warranty that the Services (or any information therein) will be free from errors, will meet subscriber's (member's) needs, or will be provided on an interrupted basis. You expressly hold harmless all entities, persons, parties, affiliates, employees and agents connected in any way to the Services or this agreement.