



Online Service Electronic Disclosure and Agreement

Tampa Bay Federal Credit Union's **Online Service Electronic Disclosure and Agreement** (Disclosure), applies to all communications for accounts, products, and services offered or accessible through our Online Services that are not otherwise governed by the terms and conditions of another disclosure and agreement.

The words "Credit Union, "CU", "TBF", "we," " us," and "our" refer to Tampa Bay Federal with whom you have your account, and the words "you" and "your" refer to each individual (s) or entity identified on the account(s). As used in this Disclosure, "account" means the account you have with us. "Communication" means any member agreements, amendments, modifications thereto, monthly billing or account statements, tax statements, disclosures, contracts, receipts, notices, transaction history, privacy policies and all other information related to the Account, product or service including but not limited to information that we are required by law to provide to you in writing.

- **Communications to Be Provided in Electronic Form.** You agree that we may provide you with any communications in electronic format, and that we may discontinue sending paper communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:
 - Monthly (or other periodic) billing or account statements or such other communications we may include from time to time as part of the enrollment in the paperless statements program – **eStatements.**
 - All legal and regulatory disclosures and communications associated with your accounts, products or services. As an example, we may send you a legally required notification of changes to terms and conditions about your account or associated fees.
- **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. Communications and eStatements will be available for 24 months.
- **Your Rights to Receive Paper Documents and How 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. We will not send you a paper copy of any communication, 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, contact us by telephone at 813-247-4414, or by logging in to the online banking to request a copy. Any notice will not become effective until received by us and we have had sufficient time to act on it (up to two (2) business days). Free "online check imaging" and "eAlerts" are only available with eStatements, and will be disabled if you elect to cancel your enrollment for eStatements. We may charge you a reasonable service fee, of which we've provided you prior notice or disclosed in 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.
- **How to Update Your Records.** It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this 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 or contact us in person at any branch office; call us at 813-247-4414; or write us at: Tampa Bay Federal Credit Union, Attn: Support Services, PO Box 7492, Tampa, FL 33673-7492
- **Equipment and Software Requirements.** To receive electronic communications and eStatements, and in order to access, view, and retain electronic communications that we make available to you, you must have the following access. By accepting this agreement, you represent you have such access.
 - An Internet browser that supports 128 bit encryption
 - E-mail software and an active e-mail account with an Internet service provider
 - Access to a computer device, operating system and 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 above.
 - Software that enables you to view files in the Portable Document Format ("PDF").



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- **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 Tampa Bay Federal 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 Tampa Bay Federal Credit Union.
- **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.
- **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.
- **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.
- **Electronic Agreement.** To receive electronic communications and notification that documents are available for you to view online in an electronic format, you must confirm your consent by reviewing and agreeing to the terms and conditions of this Online Service Electronic Disclosure and Agreement and by indicating your acceptance by checking the box on the web site page presented to you.

I have read and agree to the terms as specified in the Online Service Electronic Disclosure and Agreement