

JM Associates Federal Credit Union

Website Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE

JM Associates Federal Credit Union (JMAFCU.) requires that all the visitors to our site(s.) on the Internet (the "Site".) adhere to the following rules and regulations. By accessing the Site, you indicate your acknowledgment and acceptance of these terms and conditions.

JMAFCU maintains this Site to provide you with information about JMAFCU products and services and to facilitate communication with JMAFCU and its related companies. Your access to and use of the Site are subject to these terms and conditions and all applicable laws and regulations. From time to time we may revise these terms and conditions.

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You may not be eligible for all the products or services described. JMAFCU reserves the right to determine the eligibility for any product or service.

Any communication or material you transmit to us via the Site or Internet electronic mail is on a non-confidential basis with no promise by JMAFCU not to use such communication or material for any purpose whatsoever, including reproduction, publication, broadcast and posting.

We will use our best efforts to include accurate and up to date information on the Site, but we make no warranties or representations as to the accuracy of the information. You agree that all access and use of the Site and its contents is at your own risk. By using the Site, you acknowledge that we specifically disclaim any liability (whether based in contract, tort, strict liability or otherwise) for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with your access to or use of the Site, (even if we have been advised of the possibility of such damages) including liability associated with any viruses which may infect a user's computer equipment.

With regard to services or products purchased or obtained by the user from a non-JMAFCU person or entity, JMAFCU makes no warranty of merchantability or warranty of fitness for a particular purpose with regard to such services and products and JMAFCU specifically disclaims all other warranties with regard to said services and products.

You agree that your use of this site shall be governed by Florida law and agree that venue shall be located in Jacksonville, FL.

SAFE IB and SAFE Mobile Terms and Conditions

Use and Access Agreement

- 1.) Introduction**
- 2.) Accessing Your JMAFCU Accounts through SAFE IB**
 - a.) Requirements**
 - b.) Fees**
 - c.) Electronic Mail (E-mail)**
 - d.) New Services**
 - e.) Types of Transactions Allowed Using SAFE IB**
 - f.) Limitations to Usage**
- 3.) Acceptance of Agreement; Set-Up**
 - a.) Enhanced Security**
 - b.) Your Password**
 - c.) Payment Account**
 - d.) Hours of Accessibility**
 - e.) Additional Terms and Conditions**
- 4.) Terms and Conditions Applicable to SAFE Mobile**
 - a.) Enrolling**
 - b.) Access**
 - c.) Responsibility**
 - d.) Cancellation of SAFE Mobile**
- 5.) General Terms**
 - a.) Changes to Charges, Fees or Other Terms**
 - b.) Disclosure of Account Information**

c.) Questions or Error Correction on SAFE IB Transactions

d.) Exclusions of Warranties and Limitation of Damages

e.) User Conduct

f.) Indemnity

g.) Other General Terms

h.) No Waiver

i.) Headings

j.) Governing Law; Jurisdiction; Venue

6.) Protecting Your Account

a.) Preventing Misuse of Your Account

b.) Unauthorized Transactions in Your JMAFCU Accounts

c.) Security

d.) Additional Security Guidelines

7.) SAFE BP (Bill Pay) Terms and Conditions

a.) Bill Payment Scheduling

b.) Payment Authorization and Payment Remittance

c.) Payment Methods

d.) Payment Cancellation Requests

e.) Bill Pay Stop Payment Requests

f.) Returned Payments

g.) Bill Pay Information Authorization

h.) Prohibited Payments

i.) Exception Payments

j.) Biller Limitation

k.) Failed Transactions

l.) Bill Delivery and Presentment

m.) Expedited Payment Service

1.) Introduction

These SAFE IB and SAFE Mobile Terms and Conditions and Disclosures ("Agreement") for accessing your JMAFCU accounts via SAFE IB explains the terms and conditions governing the following online services: banking, bill pay and other banking services offered through SAFE IB. This Agreement also explains and applies to the use of our SAFE Mobile service to access SAFE IB. This Agreement will be governed by and interpreted in accordance with federal law and regulation and, to the extent there is no applicable federal law or regulation, the laws of the State of Florida. The terms "we," "us," "our," "JMAFCU" and "Credit Union" refer to JM Associates Federal Credit Union. "You" refers to each person who enrolls for or uses SAFE IB or SAFE Mobile, or either of them; SAFE IB means JMAFCU's online banking service, whether accessed through a personal computer or SAFE Mobile; "SAFE Mobile" means JMAFCU's mobile banking service; and the term "business days" means Monday through Friday, excluding Saturday, Sunday and Credit Union holidays.

SAFE IB can be used to access certain JMAFCU accounts. Each of your accounts at JMAFCU is also governed by the applicable account disclosure statement (your "Account Disclosures").

2.) Accessing Your JMAFCU Accounts through SAFE IB

a.) Requirements:

To access your accounts through SAFE IB, you must have an eligible JMAFCU account (listed below) and an online password. In addition, you must have required software.

Accounts Accessible through SAFE IB

Savings Accounts	Visa Classic
Checking Accounts	Visa Gold
Christmas Club Savings Account	Visa Platinum
Stow Away Savings Account	Business Visa
Super Savings (Money Market) Accounts	Vehicle Loans
Savings Certificates	Personal Loans
IRA Savings	Personal Line of Credit (PLOC) and Home Equity Line of Credit (HELOC) Loans
IRA Savings Certificates	Mortgage Loans
Roth IRA Savings	Roth IRA Savings Certificates

b.) Fees

There are no monthly or transaction fees for accessing your account(s) through SAFE IB. Other fees, as described in the applicable Account Disclosure Statement, may apply to services ordered online and to transfers from a credit account. (Fees may change without notice. See General Terms for more information regarding fees.)

Please note that fees may be assessed and billed separately by your online service provider.

c.) Electronic Mail (E-mail)

Sending e-mail through SAFE IB is a way to communicate with the Credit Union. JMAFCU has provided e-mail forms for you to ask questions about your account(s) or give comments on your banking service. These e-mail forms are accessible after you sign on with your password to a secure session of SAFE IB. To ensure the security of your account information, we recommend that you use only these e-mail forms when asking specific questions about your account(s).

You cannot use e-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within SAFE IB or call our Contact Center at 1-800-581-2256.

d.) New Services

JMAFCU may, from time to time, introduce new services. We will update this Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules contained in this Agreement.

e.) Types of Transactions Allowed Using SAFE IB

Through SAFE IB, you can manage your accounts from your home or office personal computer or, through SAFE Mobile, your mobile device. You can use SAFE IB to:

- View account balances and review transaction history.
- Transfer money between JMAFCU accounts. (As noted in the applicable Account Disclosures.)
- Transfer money to pay your loan or other loans.
- Pay bills to any merchant, institution or individual with a U.S. address.
- Apply for a consumer loan.
- Communicate directly with JMAFCU via e-mail.
- View Account Statements.
- View Check Images.
- Open an additional savings account.
- Open a share certificate.
- Reorder checks.

f.) Limitations to Usage - Please be aware of the following account limitations:

- Savings Accounts – you cannot make more than six (6) withdrawals per month.
- Super Savings (Money Market) Accounts - you cannot make more than six (6) withdrawals per month.
- Stow Away Savings – you cannot make more than one (1) withdrawal per month or a fee will be charged for each subsequent withdrawal. Please note, if you decide to make more than one (1) withdrawal, you cannot make more than six (6) withdrawals per month.
- Christmas Club Savings - On or after November 1st of each year, the entire balance of your Christmas Club account will be automatically transferred to another account of yours and the Christmas Club account will remain open. You cannot make more than one (1) withdrawal per month or a fee will be charged for each subsequent withdrawal. Please note, if you decide to make more than one (1) withdrawal, you cannot make more than six (6) withdrawals per month.
- You may not wire funds from within SAFE IB.
- Payments through online bill pay must be made to domestic recipients.
- For security reasons, there are limits on the number and dollar amount of transfers you can make using SAFE IB in a single day.

3.) Acceptance of Agreement; Set-Up

The first time you access your JMAFCU accounts through SAFE IB confirms your agreement to be bound by all the terms and conditions of this Agreement and acknowledges your receipt and understanding of this disclosure.

a.) Enhanced Security

Enhanced Security gives our members and their accounts an additional layer of protection from fraud by using an additional method of identity confirmation. After you enter your account number, you will be asked to “authorize” your computer or mobile device and complete a simple questionnaire. Once you’ve authorized your computer or mobile device by completing the registration and simple questionnaire, a “cookie” will be placed on your authorized computer or mobile device, acting as an identifier and allowing express login so you will only have to enter your Account Number and Password going forward. If you delete cookies from the computer or mobile device you have authorized, you will be prompted answer security questions you established during your initial registration process. If you do not authorize the computer or mobile device, or if you continually delete cookies, you will be asked to answer security questions every time you log into your account.

b.) Your Password

You will be asked to select an 8 to 20-character password that is alphanumeric, is case sensitive, and contains at least one special character (e.g. ,!@#\$%&). This password can be changed in SAFE IB under Member Service --> Change Password or by calling our Contact Center at 1-800-581-2256. We recommend that you change your password regularly. JMAFCU is entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize this password and do not write it down. You are responsible for keeping your password and account data confidential.

c.) Payment Account

Although there are no fees for accessing your accounts via SAFE IB, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify JMAFCU and identify a new payment account for the selected services. Additionally, if you close all JMAFCU accounts, you must notify JMAFCU to cancel your SAFE IB and Bill Pay services, if applicable.

Your SAFE IB may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, SAFE IB may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call JMAFCU at 1-800-581-2256.

If you do not access your JMAFCU accounts via SAFE IB for any three (3) month period, JMAFCU reserves the right to discontinue your service. Please note that your bill payment information will be lost if your service is discontinued.

You agree to be responsible for any telephone and/or internet charges which you incur by accessing your JMAFCU accounts through SAFE IB or SAFE Mobile.

If you wish to cancel your SAFE IB, please contact JMAFCU at 1-800-581-2256 or send us cancellation instructions in writing to JM Associates Federal Credit Union, 9987 Pritchard Road, Jacksonville, FL 32219-2894.

d.) Hours of Accessibility

You can access your JMAFCU accounts through SAFE IB seven days a week, 24 hours a day. However, at certain times, some or all SAFE IB services may not be available because of system maintenance. During these times, you may use the touch-tone telephone service (SAFE Audio), a JMAFCU or network ATM, a JMAFCU branch during normal business hours or our Contact Center at 1-800-581-2256 during normal business hours to conduct your transactions.

A transfer initiated through SAFE IB is posted to your account the same day.

e.) Additional Terms and Conditions

- Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts that are available in the SAFE IB. See Section 2 for specific accounts accessible through SAFE IB. Account balance and transaction history reflects activity that has posted at the time you are viewing your account. This information is subject to change throughout the business day.
- Transferring Funds - The number of transfers from a savings account is limited as described in the applicable Account Disclosures. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

4.) Terms and Conditions Applicable to SAFE Mobile

You may access your accounts via SAFE Mobile. SAFE Mobile is a means by which you may access SAFE IB and, therefore, all terms and conditions applicable to SAFE IB also apply to SAFE Mobile. Use of SAFE Mobile constitutes acceptance of this Agreement. In order to remain eligible for the SAFE Mobile, you must adhere to the requirements of this Agreement. From time to time, the Credit Union may announce additional features and/or changes that become available through SAFE Mobile.

SAFE Mobile features and services may vary depending on the method of mobile banking we offer and the method you select. SAFE Mobile lets you view your balance(s), view transaction history, transfer funds, deposit funds, pay loans, receive alerts, or find nearby ATM or branch locations from a mobile device. In addition to:

- Mobile Web: Access your account(s) using your phone's mobile browser.

- Mobile Application: Access your accounts through a downloadable application compatible with your mobile phone's operating system.

The Service is free, secure, and available wherever you are, whenever you want.

a.) Enrolling:

By enrolling in SAFE IB you are also enrolling in the ability to access SAFE Mobile through your portable electronic device, presuming that you have the ability access the internet through a mobile browser or download an application that is compatible with your device's operating system. Your device only needs to have one of these capabilities in order for you to use SAFE Mobile.

To access SAFE Mobile, you must do the following:

- Mobile Web:
 - Through your mobile browser, pull up <https://m.jmafcu.org>. Sign on to SAFE IB as you normally would, using your account number and primary password.
- SAFE Mobile Application:
 - Visit the application store, if applicable, and download JMAFCU's application that corresponds to the operating system for your phone including: i-Phone and Android. Through the application, sign on to SAFE IB as you normally would, using your account number and primary password.

b.) Access

SAFE Mobile is offered as a convenience to you and is included within our SAFE IB services. SAFE Mobile is not a replacement for accessing SAFE IB from your personal computer.

c.) Responsibility

You agree to notify us immediately if you lose, change or cancel the number of your mobile phone. If you believe that someone may have unauthorized access to your SAFE Mobile services, you agree to notify us immediately to cancel your SAFE Mobile services accessible through your mobile device.

You agree to comply with all applicable laws, rules and regulations in relation with SAFE Mobile. We make no representation that content or use of SAFE Mobile is available for use in locations outside the United States. Accessing SAFE Mobile from locations outside of the United States is at your own risk.

d.) Cancellation of SAFE Mobile

To uninstall an application downloaded to your mobile device, follow the procedures you would use to uninstall any other application.

You may also call the Contact Center at 1-800-581-2256 to have a Member Service Representative disable account access to SAFE Mobile.

5.) General Terms

a.) Changes to Charges, Fees or Other Terms

There are no fees to enroll and use SAFE IB or SAFE Mobile.

We reserve the right to change the charges, fees or other terms described in this Agreement. When changes are made to any fees, charges, or other material terms we will update this Agreement, and either send a notice to you at the address shown on our records, or send you an electronic mail message (e-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for internet transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.

b.) Disclosure of Account Information

You authorize JMAFCU to disclose to third parties, agents, and affiliates, such as independent auditors, consultants or attorneys, information you have provided or that we have obtained about your accounts and the transfers you make:

- to comply with government agency or court orders or requests; or
- to verify the existence and condition of your account for third party, such as a credit bureau or merchant; or
- where it is necessary for completing transfers; or
- to provide services relating to your account or to offer other products and services; or
- if you give us your permission.

To contact JMAFCU about a JMAFCU account, you should do one of the following:

- Send an e-mail to JMAFCU member Service via the secure message center in SAFE IB after signing on with your password to a secure session.
- Call JMAFCU at 1-800-581-2256, Monday through Friday, 8:00am - 4:30pm ET.
- Write JM Associates Federal Credit Union, 9987 Pritchard Road, Jacksonville, FL 32219-2894, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record.

c.) Questions or Error Correction on SAFE IB Transactions

In Case of Errors or Questions About Your Electronic Transfers, telephone us at 1-800-581-2256 or write us at 9987 Pritchard Road, Jacksonville, FL 32219-2894, 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 sent the FIRST statement on which the problem or error appeared.

- i.) Tell us your name and account number (if any).
- ii.) 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.
- iii.) 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 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 to do this, we will credit your account within 10 business days 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 complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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.

Preauthorized credits. If you have arranged to have direct deposits made to your account, you may call us at 1-800-581-2256 to find out whether or not the deposit has been made. You may also enroll in Member Alerts within SAFE IB to notify you of deposits to your account.

Periodic statements. You will get a monthly account statement (unless there are no transfers in a particular month). In any case you will get the statement at least quarterly.

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at 800-581-2256 or write us at: 9987 Pritchard Road, Jacksonville, FL 32219-2894, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. (We will charge you a stop payment fee based on the Schedule of Fees and Charges for each stop-payment order you give.) A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses and damages.

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

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly and you knew about the breakdown when you started the transfer.
- If you have not properly followed the instructions for using SAFE IB.

- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payment by a third party) prevent the transfer despite reasonable precautions taken by us.

d.) Exclusions of Warranties and Limitation of Damages

THE SAFE IB AND SAFE MOBILE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" 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 SERVICES ARE SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICES WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER AND MOBILE DEVICE(S). NEITHER THE CREDIT UNION 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, MOBILE DEVICE OR SOFTWARE. IN NO EVENT SHALL JM ASSOCIATES FEDERAL CREDIT UNION OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS 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.

e.) User Conduct

You agree not to use the Safe IB or Safe Mobile services or the content or information delivered through such services in any way that would (a) infringe any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve gambling, involve the sale of counterfeit or stolen items or use the Safe IB or Safe Mobile services to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation; (d) be false, misleading or inaccurate; (e) create liability for the Credit Union or its affiliates or cause the Credit Union to lose (in whole or in part) the services of any third party providers; (f) be defamatory, trade libelous, threatening or harassing (g) potentially be perceived as obscene or pornographic or contain child pornography or racially, ethnically or otherwise objectionable; (h) interfere with or disrupt computer networks or infect the computer networks with viruses; (i) interfere with or disrupt the use of the Safe IB or Safe Mobile services by any other party; (j) use the Safe IB or Safe Mobile services in any manner to gain unauthorized entry or access into the Credit Union's computer systems; or (k) resell or make any commercial use of the Safe IB or Safe Mobile services.

f.) Indemnity

You agree to indemnify, defend, and hold the Credit Union harmless (by counsel of Credit Union's choosing) from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Safe IB and Safe Mobile service, or either of them, any negligent or intentional action or inaction by you or persons acting on your behalf, and/or any breach of this Agreement by you. The parties agree that this paragraph shall survive the termination of this Agreement.

g.) Other General Terms

Truth in Savings and Electronic Services Disclosure and Agreement

The Credit Union's Truth in Savings and Electronic Services Disclosure and Agreement, which includes disclosures applicable to Safe IB, also governs use of Safe Mobile, your access

and your password. You acknowledge receipt of the Credit Union's Truth in Savings and Electronic Services Disclosure and Agreement, both of which are incorporated herein by this reference. In the event any provision in the Truth in Savings and Electronic Services Disclosure and Agreement conflicts with any provision in this Agreement, the parties agree this Agreement shall control.

Reliance Upon Your Instructions

In your electronic communications with us, you must use your User ID and Password. You may then use the tools provided by us. We are entitled to act upon instructions we receive with respect to the Safe IB and Safe Mobile services under your User ID and Password. Except as otherwise provided by law or regulation, you are liable for all transactions made or authorized with the use of your User ID and Password. We have no responsibility for establishing the identity of any person who uses your User ID and Password. You agree that if you give your User ID and Password to anyone or fail to safeguard its secrecy, you do so at your own risk.

Liability

You agree we shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from our failure to provide you with access to Safe IB, whether caused by the equipment, software, the Credit Union, Internet services providers, Internet browsers, or the parties providing communication services to or from us to you. We are not liable for war, acts of government that may restrict or impair use of Safe IB, hurricanes, floods or other disasters, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.

Authorization; Use

Use of Safe IB and Safe Mobile, or either of them, in conjunction with your User ID and Password constitutes your authorization and direction to us to complete the transaction. Any requests or instructions we receive from you through Safe IB shall be deemed your written and signed authorization under all applicable law, and shall have the same force and effect as a writing signed by you.

Your access to Safe IB will be blocked in the event your User ID and Password are entered incorrectly on three (3) consecutive attempts. If this happens, please call us at 1-800-581-2256 to have your account unlocked.

Your failure to comply with this Agreement may result in you no longer being allowed to use the Service.

Use of Internet

Notwithstanding our efforts to ensure the Service is secure, you acknowledge the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Service or e-mail transmitted to and from us will not be monitored or read by others.

General Questions

In case of questions, contact us at 800-581-2256 or e-mail generalinfo@jmafcu.org and include the words "JMAFCU HELP" in the subject line. Please note, this is not a secure e-mail site or inbox. Any information disclosed should not include your full account number or your full card number or any other personally identifying information.

Limitations

We cannot always foresee or anticipate technical or other difficulties with the Service. These difficulties may result in loss of data, personalization settings or other Service interruptions. Notwithstanding the terms

contained herein, with respect to the Service, we do not assume responsibility for the timeliness, deletion, failure of delivery or failure to store any user data, communications or personalization settings.

Privacy

We are committed to keeping your information secure and confidential. To this end, this Agreement incorporates by this reference the Credit Union's privacy policies.

Other Agreements

In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Account Disclosures, the Credit Union's bylaws, the rules and regulations of any funds transfer system to which the Credit Union belongs, and applicable state and federal laws and regulations. We agree to be bound by them also.

Our Right to Terminate this Agreement

The Credit Union reserves the right to terminate this Agreement and your access to Safe IB, in whole or in part, at any time.

Access to our Service may be canceled in whole or part without prior notice, for any reason at any time, including 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 (are) closed or restricted for any reason, accessibility will automatically terminate.

After termination or suspension of the Safe IB service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Safe IB service, you may reapply online as long as your account is open and in good standing.

Assignment

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

h.) No Waiver

The Credit Union and its Service Providers 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.

i.) Headings

The headings preceding the text of the sections and subsections of this Agreement are used solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

j.) Governing Law; Jurisdiction; Venue

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the

State of Florida, without regard to its conflicts of laws provisions. In the event legal action is necessary to enforce this Agreement, the prevailing party has the right to payment by the other party of reasonable attorneys' fees and costs, including any appeal and any post-judgment actions, as applicable. You and JMAFCU agree that any legal action shall be filed and heard in Duval County, Florida, if allowed by applicable law. Any disputes regarding this Agreement shall be within the jurisdiction of the courts of Duval County, Florida.

6.) Protecting Your Account

a.) Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call JMAFCU at 1-800-581-2256.

Protecting Personal Information. In addition to protecting your account information, you should take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your Password. The password that is used to gain access to SAFE IB should be kept confidential. For your protection we recommend that you change your password regularly. We recommend that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify JMAFCU at once at 1-800-581-2256.

b.) Unauthorized Transactions in Your JMAFCU Accounts

Notify us AT ONCE if you believe your password has been lost or stolen or another person has improperly obtained your password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your password, you can lose no more than \$50.00 if someone used your password without your permission.

If your password has been lost or stolen, call JMAFCU at 1-800-581-2256, Monday through Friday, 8:00am - 4:30pm ET or write JM Associates Federal Credit Union, 9987 Pritchard Road, Jacksonville, FL 32219-2894.

If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could be liable for as much as \$500.00.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us at once. If you do not notify us within sixty (60) days after the paper or online statement was sent to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay kept you from telling us, the time periods in this section will be extended.

Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA TELEPHONE OR E-MAIL REQUESTING PERSONAL INFORMATION, YOUR ACCESS ID, OR

YOUR PASSWORD. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, PLEASE CONTACT US IMMEDIATELY at 1-800-581-2256.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSCODE 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 SAFE IB OR SAFE MOBILE SERVICES BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AND/OR AN AGGREGATION SERVICE PROVIDER).

c.) Security

Encryption – The SAFE IB service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using SAFE IB. Your browser automatically activates this technology when it attempts to SAFE IB. SAFE IB requires a browser that supports 128-bit encryption. SAFE IB 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 scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

Certificate Authority - The servers hosting SAFE IB have been certified by a Certificate Authority to assure you that you are actually talking to the SAFE IB 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 your browser. By clicking on the lock within the SAFE IB service, you can view the certificate to ensure it's valid.

Cookies - During your use of the SAFE IB service, our SAFE IB Service Provider will pass an encrypted cookie to your computer in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide an Access ID and Passcode for each individual transaction. Users must accept this cookie to use the SAFE IB service. This cookie does not contain any personal information; it simply provides another level of security for our SAFE IB product. The cookie is stored on your computer's hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

d.) Additional Security Guidelines:

All Authorized Users should sign-off after every SAFE IB session; however, online sessions will automatically end after three (3) minutes of inactivity. This is to protect you in case you accidentally leave your computer unattended after you log-in.

The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore, we recommend that you refrain from accessing the SAFE IB service on a public computer or public wi-fi connection.

Routinely scan your computer, servers, and electronic media using a reliable virus detection product. Undetected or un-repaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit a virus to other computers.

Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.

Periodically update your computer operating system and browser for critical security related patches. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the SAFE IB service.

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

7.) SAFE BP (Bill Pay) Terms and Conditions

a.) Bill Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller (typically five (5) or fewer Business Days from the current date) will be designated within the SAFE BP service when you are scheduling the Bill Payment. Therefore, the SAFE BP service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller.

When scheduling Bill Payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

b.) Payment Authorization and Payment Remittance

By providing the SAFE BP service with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions received through the SAFE BP service. In order to process payments more efficiently and effectively, our Service Provider may edit or alter payment data or data formats in accordance with Biller directives.

When the SAFE BP service receives a Payment Instruction, you authorize our Bill Payment Service Provider to remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you and to debit your Payment Account. You also authorize our Service Provider to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another Authorized User of the Service.

c.) Payment Methods

Our Bill Pay Service Provider reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, a check payment, or a Laser Draft Payment.

d.) Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (if processing has not begun) by following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. However, once the SAFE BP service has begun processing a Scheduled Payment it cannot be cancelled or edited, therefore a stop payment request must be submitted, as described within this Agreement.

e.) Bill Pay Stop Payment Requests

The ability of the Credit Union and our Service Provider to process a stop payment on a Bill Payment request will depend on the payment method and whether or not a check or Laser Draft Payment has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any Bill Payment that has already been processed, you must contact our Contact Center at 1-800-581-2256. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your stop payment request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set forth in our applicable Schedule of Fees and Charges.

f.) Returned Payments

In using the SAFE BP service, you understand that Billers and/or the United States Postal Service may return Bill Payments to our Service Provider for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. Our Service Provider will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service of returned payments.

g.) Bill Pay Information Authorization

Requests for Bill Pay privileges may not be fulfilled if the Credit Union and our Service Provider(s) cannot verify your identity and withdrawal authority over the specified accounts. Through your enrollment in the Bill Pay Service; you agree that the Credit Union and our Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that the Credit Union and our Service Providers reserve the right to obtain financial information regarding your account from a Biller or us (for example, to resolve payment posting problems or for verification).

h.) Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through the SAFE BP service.

i.) Exception Payments

Tax payments and court ordered payments may be scheduled through the SAFE BP service; however, such payments are discouraged and are scheduled at your own risk. In no event shall the Credit Union and our Service Provider(s) be liable for any claims or damages resulting from your scheduling of these types of payments. Research of exception payments shall be limited to proof of payment and/or unauthorized payments only. All other research and resolution for any misapplied, mis-posted or misdirected exception payments will be your sole responsibility.

j.) Biller Limitation

We reserve the right to refuse to pay any Biller to whom you may direct a payment. The SAFE BP service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

k.) Failed Transactions

In using the SAFE BP service, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the SAFE BP service. In such case, you agree that:

- You will reimburse our Service Provider immediately upon demand the transaction amount that has been returned;
- For any amount not reimbursed to the Service Provider within fifteen (15) days of the initial notification, a late charge may be assessed each month against unpaid amounts equal to 1.5% or the legal maximum, whichever rate is lower;
- You will reimburse our Service Provider for any fees it may incur in attempting to collect the amount of the return from you; and
- Our Service Provider is authorized to report the facts concerning the return to any credit-reporting agency.
- In the event that our Service Provider is unable to collect the funds, JM Associates Federal Credit Union may collect the funds on their behalf at a later date when funds are available.

I.) Bill Delivery and Presentment

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Pay Service's electronic bill options, you also agree to the following:

(1) Information Provided to the Biller

We are unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by you; contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill.

Our Service Provider may, at the request of the Biller, provide to the Biller your e-mail address, Service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about SAFE BP service and/or bill information.

(2) Notification

Our Bill Pay Service Provider will use its best efforts to present all of your electronic bills promptly. In addition to notification within the SAFE BP service, our Service Provider may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the SAFE BP service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

(3) Cancellation of Electronic Bill Notification

The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Our Bill Pay Service Provider will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

(4) Non-Delivery of Electronic Bill(s)

You agree to hold harmless Us and our Service Providers should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

(5) Accuracy and Dispute of Electronic Bill

Neither the Credit Union, nor our Service Providers are responsible for the accuracy of your electronic bill(s). The Credit Union and our Service Providers are only responsible for presenting the information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

m) Expedited Payment Service

This service allows you to submit payments to participating merchants that will be posted to your account with that merchant on the same day or next day, within the parameters of the Expedited Payment Service and other parameters established by the participating merchants. In order for an Expedited Payment to post

on the same day, you must submit accurate and complete information for the payment, the payment must be submitted on a day during which the U.S. Federal Reserve System is open for operations, and you must submit the payment prior to the merchant's designated daily cutoff time. Expedited Payments submitted without complete or accurate information may be rejected or may not post on time. Expedited Payments submitted by you on a non-Federal Reserve business day or submitted by you after the applicable merchant's daily cutoff time will be posted the following Federal Reserve business day. You will be charged a fee for each Expedited Payment you submit, regardless of whether the payment was properly submitted. The cutoff time will be displayed to you before the payment is finalized.

This is NOT a "pay anyone" service where you can make payments to any payee; with this service you can only make Expedited Payments to those merchants that participate in the program and the payments you make under this service are subject to the rules of each merchant as to how they define an expedited payment.

1.) Hours of Access - You can use the Expedited Payment Service seven days a week, twenty-four hours a day, although some or all services may not be available occasionally due to emergency or scheduled system maintenance, updates or repairs or for other reasons beyond our control.

2.) Expedited Payment Service Limits

You will not be able to schedule an Expedited Payment for an amount greater than the balance displayed within the bill payment service for the funding account at the time you attempt to schedule the payment.

Additionally, for risk management and security purposes the Expedited Payment Service limits the number of payments and the total amount of payments that you may make per day. You will be given an error message and prevented from fully executing any transaction that exceeds these limits. From time to time we may modify the limits to the frequency or amount of transfers you can make using the Expedited Payment Service. We do not disclose these limits for security purposes. In any event, funds transfers in excess of the then-applicable limits will not be completed.

3.) Fees and other Deductions

The Expedited Payment Service is a transaction-based service. For each Expedited Payment, a fee of as much as \$19.95 will be debited from your account. The fee amount will be disclosed during your transaction. There are no monthly or recurring fees associated with the service.

4.) Periodic statements.

You will not receive a separate statement for transactions conducted through the Expedited Payment service. These transactions will be noted on your regular periodic statement.

5.) Electronic Communication (as it relates specifically to the Expedited Payment service and the electronic provisions of disclosures of the Expedited Payment service)

JM Associates Federal Credit Union Expedited Payment service is an electronic Online based service. Therefore, you understand that this Agreement will be entered into electronically.

- You have the right to have this disclosure provided or made available on paper or in non-electronic form;
- You have the right to withdraw the consent to have the disclosure provided or made available in an electronic form, but this will result in the termination of your bill payment service;
- The consent to receive electronic consumer disclosures applies to all future required consumer disclosures and any amendments, modifications or supplements in connection with the Expedited Payment service;
- You can update your electronic contact information by sending JMAFCU an e-mail through SAFE IB, stopping in a branch or calling JMAFCU's Contact Center at 1-800-581-2256;

- After checking the "I Agree to the Terms and Conditions" check box, you may request a free electronic copy of this consumer disclosure by calling the JMAFCU's Contact Center at 1-800-581-2256, or you may download a copy from the disclosures page of the JMAFCU website;
- You understand that to access and retain this disclosure and to use the Expedited Payment service, you must have the following: a PC with a supported Internet browser that has "cookies" enabled and supports 128-bit encryption, an Internet connection for the PC, an e-mail address, and either a printer or sufficient electronic space to store this disclosure.
- You understand we will deliver to you electronically your records of funds transfers and other transactions through the Expedited Payment Service, including without limitation confirmations of individual transactions, and any other communication related to the Expedited Payment service.
- You understand we will deliver to you electronically any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Expedited Payment Service.

6.) JM Associates Federal Credit Union's Liability

If we do not complete a properly-submitted Expedited Payment on time or in the correct amount according to our agreement with you, we will be liable for any late fees and/or finance charges assessed against you for the late posting of such payment, excluding any fees or charges assessed on your total outstanding balance with that merchant ("Penalties"). We will not be liable for consequential damages that might arise from the payment not arriving in time. Additionally, there are some exceptions. We will not be liable, for instance:

- If you did not provide us accurate information to successfully complete the payment.
- If you do not have enough money in your account to complete the transfer.
- If you are unable to schedule a payment because you have exceeded the risk management limits for the day.
- If you are unable to schedule a payment because the merchant does not participate in the Expedited Payment service.
- If you are unable to schedule a payment because the system is unavailable.
- If you schedule the payment for an incorrect amount.
- If you schedule the payment to be sent after the due date provided by the biller.
- If your payment does not comply with the merchant's policies on payment acceptance.