

# EMESSENGER USER AGREEMENT

**IMPORTANT NOTICE:** These are the Terms and Conditions of the Online Banking eMessenger service (herein referred to as eMessenger) for the iTHINK Financial Credit Union consumer and business account holders. By default, your registration for the Credit Union's Online Banking system denotes your further agreement to participate in the Credit Union's eMessenger service, by providing your consent and demonstrating your ability to receive electronic documents. By electing to receive eMessenger eAlerts, eMessages, eNotices eStatements and/or other electronic services through the Credit Union's Online Banking system, you will no longer receive a paper copy of your personal or business account iTHINK Financial Credit Union Membership statement and/or credit card billing statement via mail through the United States Postal Service (USPS). Instead, you will receive the electronic equivalent of these documents, which you may print and/or save to retain for your records. We will continue to document and archive all statements, tax notices and other financial documents, to ensure future availability under federally mandated retention requirements, whether produced electronically or in print. For tax purposes, you should always print and retain a copy of your December 31<sup>st</sup> Year End Statements, your tax forms such as your Internal Revenue Service (IRS) Interest Income 1099-INT, and your other important financial documents. Should you wish to restore your financial documents to paper format, simply follow the online instructions to cancel the eMessenger service. Certain fees may apply for the receipt of paper documents. Please refer to a current fee schedule or contact the Credit Union for further information.

If you would prefer to receive a paper copy of these documents, this service may not be for you. For assistance, please contact a Member Service Advisor at 800.873.5100, 561.982.4700, or [serviceplus@ithinkfi.org](mailto:serviceplus@ithinkfi.org)

The following provisions constitute an amendment to the Rules and Regulations (the "*Rules*") of iTHINK Financial Credit Union (hereinafter referred to as "*we*", "*our*", "*us*", and "*Credit Union*") concerning the electronic delivery of statements and notices concerning accounts, including time deposits, maintained by any individual, business, corporation, partnership, association, or other legal entity (herein referred to as "*you*", "*yours*", and "*Member*"). To the extent there is any conflict between any statement made in this eMessenger User Agreement (the "*Agreement*") and the Rules, this Agreement shall control.

## 1. ELECTION AND AUTHORIZATION FOR ELECTRONIC DELIVERY

By accepting the eMessenger User Agreement, you elect and authorize us, at our discretion, to electronically deliver the financial documents that we are required to provide to you under the applicable Federal and State statutes and their implementing regulations, as amended from time to time, including, but not limited to:

- Electronic Funds Transfer Act (EFTA)
- Electronic Signatures in Global and National Commerce Act (ESIGNA)
- Equal Credit Opportunity Act (ECOA)
- Fair and Accurate Credit Transactions Act (FACTA)
- Fair Credit Reporting Act (FCRA)
- Fair Housing Act (FHA)
- Federal Credit Union Act (FCUA)
- Federal Fair Housing Law (FFHL)

- Home Mortgage Disclosure Act (HMDA)
- National Credit Union Act (NCUA)
- Privacy Act
- Truth in Lending Act (TILA)
- Truth in Savings Act (TISA)
- Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act

Other Federal and State statutes may be enacted or amended in the future to provide for electronic delivery of your financial documents. Your electronic signature of your Password also authorizes us, at our discretion, to provide electronic delivery of such financial documents pursuant to these statutes after they become effective. If there is more than one Member that is a party to the account, messages to any one Member will be effective for all.

For further information on the fees, terms and conditions that may pertain to your iTHINK Financial Credit Union accounts, please refer to a current Membership disclosure and fee schedule, available on our website at [www.ithinkfi.org](http://www.ithinkfi.org) or contact the Credit Union.

## **2. SECURITY MEASURES**

We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in electronically delivered financial documents. Upon your election of the Online Banking eMessenger service, the Credit Union will “*prenote*” your email address by sending you a test email and requiring you to reply to us prior to initiating our eMessenger services.

Our security consists of 256-bit encryption of the data provided through the Online Banking eMessenger service to protect it while in transit over the Internet. Subject to Paragraph 7 below, once you receive and open an eMessenger document using your Password, it is decrypted by use of a software program through our Online Banking system.

You understand that these industry standards are dynamic and constantly developing. By accepting enrollment in the eMessenger service, you acknowledge and understand that there are risks to the electronic delivery of financial documents, including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions (including but not limited to natural disasters), matters beyond our reasonable control or interception and/or alteration of such financial documents by third parties in spite of the Credit Union’s commercially reasonable security measures.

By enrolling into the Online Banking eMessenger service, you represent that you have considered our security measures and find that our security measures are commercially reasonable. In reaching this conclusion, you have considered the historical and potential future content of the documents related with your account, the risks associated with electronic delivery of these documents, and our security procedures. If you conclude that our security procedures cease to be commercially reasonable in the future, you must terminate this Agreement immediately in accordance with Paragraph 10 below.

## **3. YOUR COMPUTER’S SPECIFICATIONS**

In order to participate in the Online Banking eMessenger service, your computer hardware, software and your Internet Service Provider (“*ISP*”) must meet the following specifications, and be kept updated with current computer virus protection software:

- Pentium Class Computer

- 512 MB RAM
- 200 MB Free Disk Space
- Windows 7 or Windows XP

#### **4. EMAIL ADDRESS**

We will send your financial documents to you via email to the last known email address provided and verified by you (as per the requirements of the registration process). For your protection and for security purposes, we will not accept a change of email address via email, fax, U. S. mail or telephone. The only acceptable way to change your email address is by using the maintenance instructions within the Online Banking eMessenger service. If your email is returned to the Credit Union as undeliverable, you may be subject to a Returned Email Fee. Please refer to a current fee schedule or contact the Credit Union for further information.

If you have not taken the steps necessary to change your email address, you agree that your failure to provide a valid email address is the lack of ordinary care on your part. If we become aware that you are not receiving your eMessenger emails, we may cancel your service and revert your financial document delivery back to paper format via U.S. Mail to your last known address on file with us. If you have a “*multiple-party account*” as defined in the Rules, your email address may be changed using the procedure described above by any authorized party to your account. The Credit Union shall have no obligation or liability to any of the parties to a multiple-party account if the email address is changed using the procedures set forth above.

By providing the telephone number for a landline or wireless cellular mobile telephone, you consent to receive calls, including autodialed and prerecorded messages and text messages, from the Credit Union or its non-affiliated third-party providers, such as its fraud prevention monitoring vendor. By providing an email address, you also consent to receive emails from the Credit Union and its non-affiliated third-party providers regarding products and services.

#### **5. PROMPT REVIEW OF EMESSENGER FINANCIAL DOCUMENTS**

Your financial documents will be dated the day the eMessenger notice is sent to you by email (the “*Email Date*”). You must promptly review your eMessenger documents and any accompanying items, and notify us in writing within sixty (60) calendar days of any error, alteration or other irregularity. If you allow someone other than you to review your financial documents, you must still review the documents for any errors, alterations, or other irregularities because you will be responsible for the wrongful acts of your employees and agents. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the Email Date regardless of when you receive and/or open the eMessenger document.

For further information on the fees, terms and conditions that may pertain to your accounts, please refer to a current Membership disclosure and fee schedule, available on our website at [www.ithinkfi.org](http://www.ithinkfi.org), or by contacting the Credit Union.

#### **6. CHANGING YOUR PASSWORD**

If you would like to change your Password, please follow the maintenance instructions within Online Banking. For your protection and for security purposes, we will not accept any change of Password notices via email, fax, U. S. mail or telephone. If you have any questions, or if you have forgotten your Password, please visit the “*Password Help*” section of our website, or contact our office for assistance in resetting your Password.

If you have a “*multiple-party account*” as defined in the Rules, your Password may be changed using the procedure described above by any authorized party to your account. The Credit Union shall have no obligation or liability to any of the parties to a multiple-party account if the Password is changed using the procedures set forth above. On multiple-party accounts, each user must establish their own Password for access to the Online Banking eMessenger service, and at no time should a Password be shared with another party.

You agree that the Credit Union has no control as to the persons who have access to your personal computer and your Password once it is in your possession. The Credit Union will not be liable for any unauthorized access to your personal computer using your Password. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer or unauthorized use of your Password. If you suspect that your Password has been compromised, you must notify the Credit Union immediately in order to avoid potential liability for fraudulent transactions.

## **7. DISCLAIMER OF WARRANTY AND ASSUMPTION OF ALL RISK**

By accessing or using the Online Banking eMessenger service, you acknowledge and agree that all of the information, materials, services and features contained in, or which you access through, this service are provided on an “*as is*” basis, and that iTHINK Financial Credit Union makes no express warranties of any kind, and expressly disclaims any implied warranties, with respect to such information, materials, services or features including, but not limited to, warranties of merchantability or fitness for a particular purpose, or any warranties pertaining to computer viruses, malware, intrusion or other perils.

In no event will the Credit Union be liable for damages of any kind whatsoever, including, but not limited to, any direct or indirect, special, incidental, consequential or punitive damages, or lost profits arising in connection with your use of this service, or your reliance upon any information, materials, services or features contained in, or accessed through, this service, even if we have been advised of the possibility of such damages or losses.

Your use of, or reliance upon, this service, or any information, materials, services or features contained in, or accessed through, this service shall be at your sole risk, and you fully understand, accept and assume such risk, that we make no warranties of any kind with respect to the software programs used to access this service, and we do not warrant that the software programs or that this service will meet your specific requirements. We make no warranties of any kind, whether express or implied, with respect to the use and adequacy of the software program or the services we provide under this Agreement. We disclaim any and all implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

## **8. NOTICE OF UNAUTHORIZED ACCESS**

If you believe that someone has obtained access to your Online Banking and/or eMessenger services without your permission, you must notify the Credit Union immediately in order to avoid potential liability for fraudulent transactions. Call us at 800.873.5100 or 561.982.4700, email us at [ithinkfi.org](mailto:ithinkfi.org), or write to us at iTHINK Financial Credit Union, P. O. Box 5090, Boca Raton, FL, 33431-0890.

## **9. LIABILITY; INDEMNIFICATION**

Notwithstanding any provision to the contrary contained in this Agreement, we shall be responsible only for performing Online Banking and/or eMessenger services as expressly provided for in this Agreement. We shall be liable only for material losses which are the direct result of our own negligence or intentional misconduct in performing these services.