

# Electronic Records Consent Agreement



**Agreement:** By signing this Agreement, you agree to be bound by the terms and conditions of this Agreement. Suncoast Credit Union ("SCU", "Credit Union" or "we") may modify this Agreement from time to time in its sole discretion, and such modifications shall be effective immediately upon delivery to you in either electronic or paper format.

You specifically consent and agree that we may, in our sole discretion, provide all disclosures, agreements, contracts, periodic statements, receipts, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as "electronic record(s)"). You understand that electronic records may include information about you and your account, including, but not limited to, your name, address, account numbers, check numbers and balance information. **We may provide you any or all electronic records at the e-mail address provided to us or we may post any or all electronic records at our SunNet home banking site ("SunNet") on our website, <https://www.suncoastcreditunion.com>. If we post electronic records on our website, we will send a notice to you within SunNet alerting you of the posting of such records. If we send a notice to you within SunNet, you will not receive a separate e-mail outside SunNet alerting you of the posting of such records; you must log in to SunNet from time to time to receive such notices. You agree that you will log in to SunNet at least once every 30 days to ensure you receive such notices.** If we post electronic records on SunNet, the electronic records will remain available for at least ninety (90) days. We reserve the right to send any or all records to you in paper form to your current postal mailing address in our file.

You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. You may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records by written notice to the Credit Union at: SCU, Mail Code MSS001, P.O. Box 11904, Tampa FL 33680; via SunNet or SunMobile; contacting our contact center (800) 999-5887; or by visiting a branch. A fee to cancel this service or to request paper copies of these electronic records may be imposed as set forth in your Fee Schedule.

**EXCLUSION OF WARRANTIES. CREDIT UNION IS PROVIDING ELECTRONIC RECORDS "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE. CREDIT UNION DOES NOT WARRANT THAT ELECTRONIC RECORDS ARE ERROR-FREE, OR THAT ACCESS TO AND USE OF ELECTRONIC RECORDS WILL BE UNINTERRUPTED OR ERROR-FREE.**

**LIMITATION OF LIABILITY. EXCEPT AS REQUIRED BY APPLICABLE LAW, IN NO EVENT SHALL CREDIT UNION BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF ELECTRONIC RECORDS, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF CREDIT UNION HAS BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY LIABILITY IS IMPOSED ON CREDIT UNION, CREDIT UNION'S TOTAL LIABILITY TO YOU OR ANY THIRD PARTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR ELECTRONIC RECORDS. THE FOREGOING SHALL CONSTITUTE CREDIT UNION'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY HEREUNDER.**

You may not assign this Agreement to any other party. Credit Union may assign this Agreement in its sole discretion without your consent. Credit Union may also, in its sole discretion and without your consent, assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

This Agreement is governed and shall be construed in accordance with the laws of the State of Florida, excluding its choice of law rules. 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 attorney's fees and costs, including any appeal and post-judgment actions, as applicable. Except as prohibited by applicable law, you and Credit Union agree that such legal action shall be filed and heard in Hillsborough County, Florida. Any disputes regarding this Agreement shall be within the jurisdiction of the courts of Hillsborough County, Florida. Failure or delay in enforcing any right or provision of this agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.

**Equipment and Software Requirements:** To receive electronic records, you need a computer, tablet or mobile device with Internet access using Internet Explorer 10, Firefox, Google Chrome, Safari 7 or higher of these web browsers, and Adobe Acrobat. By requesting any electronic funds transfers, Internet banking, other electronic records, services or transactions, by submitting any application or agreement to us electronically or by e-mailing us, you represent that you have such equipment and software and that you can download, access, read, review, print and store the electronic records we provide to you.

**"E-mail" Communication:** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim, or damages arising or in any way related to our response(s) to any e-mail or other electronic communication which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication. We may respond to an e-mail communication provided by you to either the address provided with the communication or the e-mail address set forth below.

Any e-mail returned to us as undelivered may be re-sent to you at any other e-mail address that we have in your file, unless you have previously informed us through electronic or written notice that an e-mail address is no longer valid. You agree that you are responsible to advise the credit union of any changes to your e-mail address by written notice to the Credit Union at: SCU, Mail Code MSS001, P.O. Box 11904, Tampa FL 33680; via SunNet or SunMobile; contacting our contact center (800) 999-5887; or by visiting a branch.

Although we have no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.