

Michigan Columbus Federal Credit Union
AGREEMENT TO RECEIVE DISCLOSURES ELECTRONICALLY
EFFECTIVE DECEMBER 26, 2013

This Agreement to Receive Disclosures Electronically (“Agreement”) addresses the circumstances under which you agree to receive in electronic form communications that we are required by law to provide to you in writing and other communications that we provide to you in connection with your membership and accounts with XXXX Credit Union.

For purposes of this Agreement, the words “you” and “your” mean the primary accountholder and all joint accountholders. The words “we” “our” and “us” mean XXXX Credit Union. “Account(s)” means any accounts you have with us, and all products or services you obtain from us. “Communication” means any member agreements or amendments thereto, monthly (or other periodic) billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the Account(s), including but not limited to information that we are required by law to provide to you in writing. Such Communications may include, but are not limited to:

- This Agreement and any updates;
- Disclosures, agreements, notices and other information related to the opening or initiation of an account, product or service including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Service or user agreements for online access to XXXX Credit Union websites, all updates to these agreements and all disclosures, notices and other communications regarding Online Banking and transactions you conduct within Online Banking;
- Periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or operation of an account, product or service including, but not limited to account information, account activity, account inactivity, payments made or due, or other statements, disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Any notice or disclosure regarding an account, product or service fee, such as a late fee, an overdraft fee, an overlimit fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee or a fee as a result of a stop payment order;
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us;
- Our privacy policy and other privacy statements or notices (by posting such notices on our website);
- Certain tax statements or notices that we are legally required to provide to you, such as the annual IRS interest statement; and
- Certain information or forms that we request from you and ask you to submit electronically, such as signature cards, W-9s, or other agreements.

We are required to obtain your consent before delivering Communications electronically. You understand that your consent also permits us to electronically deliver to you, initially and on an ongoing basis, all future Communications related to your membership and Account(s) with us. Your consent will also apply to any other person named on your Account(s) as a joint owner. Please read this Agreement carefully before giving consent

Types of Communications You Will Not Receive in Electronic Form. This Agreement does not apply to:

- Any notice of default, acceleration, repossession, foreclosure, or eviction, or the right to cure or reinstate or redeem under a credit agreement secured by your primary residence; Any transactions subject to Article 9 of the Uniform Commercial Code; and
- Any other communications that XXXX Credit Union determines, in its sole discretion that you should receive in paper rather than electronic form.

Such notices and disclosures will be mailed to the primary address we show for you in our records or otherwise delivered as required by law or the governing agreement.

Consent to receive disclosures electronically and scope of consent. By clicking the “I AGREE” button below, you are affirmatively consenting, initially and on an ongoing basis, to receive Communications related to your membership and Account(s) with us in electronic format, and that we may discontinue sending paper Communications to you, until such time as you withdraw your consent as described below.

Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic format will be provided either: (1) via e-mail; (2) by access to a website that we will designate in an e-mail notice we send to you at the time the information is available; (3) by requesting you download a PDF file containing the Communication or (4) available through Online Banking.

How To Withdraw Consent. You may withdraw your consent to receive Communications in electronic form at any time by choosing the appropriate option from the eStatement Preference screen, visiting a branch, or by calling 1-800-743-7228. This may cause a monthly maintenance fee to be charged to your account. Please refer to the Fee Schedule. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have had a reasonable period of time to process your request. Your consent shall remain in force until withdrawn in the manner provided in this section.

Valid e-mail address. You agree to provide us with and maintain a valid, active e-mail address. You must promptly notify us of any change in your e-mail address. You may update your e-mail address by logging on to your Online Banking account(s), contacting the Call Center, or visiting your local branch your change will take effect a reasonable time thereafter. We are not liable for any third-party incurred fees, other legal liability, or any other issues or liabilities arising from statements or notifications sent to an invalid or inactive e-mail address that you have provided.

Hardware/software requirements. In order to access, view, and retain electronic

Communications that we make available to you, you must have an Internet-capable computer with version of IE 8, Firefox 8, Chrome 16, or Safari 5 or higher. You must also be able to view Adobe Acrobat version 4.0 or higher (PDF) files (available for download [here](#)). You will also need Flash Player 8.0 or higher (available for download [here](#)). In addition, you must have a printer capable of printing any Communications that are e-mailed to you and/or made available on our website, and you understand that we recommend that you do so. In the alternative, you must have and maintain the ability to electronically save and visually display on your computer screen any Communications that are e-mailed to you and/or made available on our website. You understand that we do not make any warranties on equipment, hardware, software, internet service provider, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose.

Your Right to Receive Paper Communications. 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 may obtain a paper copy of an electronic Communication by printing it yourself or by contacting us by telephone at 1-800-743-7228 and identifying the specific record requested, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. A fee to request paper copies of Communications may be imposed as set forth in our Fee Schedule. 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.

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 Agreement and any other Communication that is important to you.

Federal Law. You acknowledge and agree that your consent to receive 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 or 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.