



## Consent to Electronic Communications and Disclosure

This Disclosure is required by the Federal Electronic Signatures in Global and National Commerce Act (the "E-Sign Act") in order for Michigan Schools and Government Credit Union ("we", "us", "our", or the "Credit Union") to provide you with disclosures and make agreements with you electronically. Please read this Disclosure carefully prior to selecting the checkbox "By checking this box, I confirm that I have read, understand and agree to the related disclosures, terms and conditions listed herein." We recommend that you print a copy of this Disclosure for your records. By selecting the check box, you are agreeing to the following terms and conditions:

- I. Consent to Electronic Communications.** You consent to accept and view notices, periodic statements, disclosures and other communications from us by means of electronic delivery. In this Disclosure, we call this information "Electronic Communications". Electronic Communications includes any of the following information with respect to any share or deposit account that you maintain at the Credit Union:
  - The agreements that cover your accounts;
  - Your periodic account statement;
  - Disclosures related to your deposit accounts that we are required to give you from time to time under the various federal laws, including, but not necessarily limited to, the Truth in Savings Act, the Electronic Funds Transfer Act, and the Expedited Funds Availability Act;
  - Disclosures related to your loan accounts that we are required to give you from time to time under various federal laws, including, but not necessarily limited to, the Truth-in Lending Act and Regulation Z;
  - Other periodic or special notices (including, but not limited to, non-sufficient funds notices, Courtesy Pay notices, overdraft notices, change in terms notices, hold notices on availability of funds, or error resolution notices if you assert your rights under the federal consumer protection laws and regulations);
  - Notices regarding our privacy practices and policies;
  - Updates about the Credit Union's products, services, or fees.
  - Notices required by our bylaws or as otherwise required by law;
  - To the extent permitted by the Internal Revenue Service, notices required by federal tax laws, if we choose to send them to you in that manner;
  - Such additional notices or disclosures as the Credit Union may by existing or future law or regulation, be permitted to deliver to you electronically.
  
- II. Your Right to Receive Notices in Paper Form.** You understand and agree that you have a right to receive any required notices, periodic statements and/or disclosures in paper form. You are not required to consent to electronic delivery. However, without your consent, you will be unable to utilize our online services such as online deposit and/or loan account opening, or Online or Mobile Banking. If you are seeking to use our online services, but do not wish to consent to electronic delivery, do not consent Disclosure, and instead visit one of our branches or contact us at (586) 263-8800 or toll free at (866) 674-2848.
  
- III. Your Right to Withdraw Your Consent.** You understand that you have the right to withdraw your consent. You may withdraw your consent to receive Electronic Communications at any time by visiting a Credit Union branch or by logging into Online or Mobile Banking and changing your preferences. If you need assistance on how to perform these changes, you can contact us at (586) 263-8800 or toll free at (866) 674-2848, or by emailing through Online or Mobile Banking. You may also write to us at Michigan Schools and Government Credit Union, Attn: Branch Operation Processors, 40400 Garfield Road, Clinton Township, MI 48038. If you write us, please include your name, signature, your account number, and the date on which you wish to stop receiving Electronic Communications. Once you have withdrawn your consent, you will no longer receive Electronic Communications and we will communicate with you thereafter in paper form, at no additional charge to you.
  
- IV. Paper Copies of Electronic Communications.** Once you have provided your consent to receive Electronic Communications, you can still obtain paper copies of such communications as well. We will provide you with a paper copy of any Electronic Communication upon your request. We may charge a fee for any such paper copy. You may request a paper copy of an Electronic Communication by contacting us at (586) 263-8800 or toll free at (866) 674-2848, by visiting us at any Credit Union branch, or writing to us at Michigan Schools and Government Credit Union, 40400 Garfield Road, Clinton Township, MI 48038.

**V. Hardware and Software Requirements.** In order to receive and retain Electronic Communications from us, you must have access to the necessary hardware and software to view, print or otherwise access necessary information, and to receive Electronic Communications from us. The minimum requirements are as follows:

For access via Online Banking:

- Online Banking is compatible with the current versions of Chrome, Safari or Microsoft Edge. Older versions of these Internet Browsers that are no longer supported by their developers may not be compatible with Online Banking.
- A computer, tablet or other device capable of connecting to the Internet.
- Sufficient electronic storage capacity, or a printer that is capable of printing from your Internet Browser
- An email application that will support HTML formatted emails

For access via Mobile Banking:

- MSGCU's Mobile Banking App is compatible with iPhone and iPad that are iOS 15.5 or higher, Android devices that are Android OS version 9.0 or higher; and Apple Watch devices that are WatchOS 2 or higher.
- MSGCU's Mobile Banking App must be downloaded to your device from your preferred app store. Downloading the MSGCU mobile app is free, but your wireless provider's messaging and data rates may apply.
- Sufficient electronic storage capacity.
- An email application that will support HTML formatted emails.

We will inform you of any change in hardware or software requirements that may affect your access to or use of Electronic Communications.

**VI. How Electronic Communications Will Be Made.** You authorize us to send you Electronic Communications by either of the following methods:

- The Electronic Communication will be contained in, or attached to, an email message that we send to the email address you provide to us. Some Electronic Communications that you receive may contain links to the MSGCU website or Online Banking Platform; or
- The Electronic Communication will be posted to our Online and Mobile Banking platforms. We will send you a notice, either to the email address you give us or to your mailing address, alerting you that a new Electronic Communication has been posted to the Online and Mobile Banking platforms.
- There may be instances when you will receive communications sent to you by the U.S. Postal Service at the mailing address shown on our records, even if that same communication is available electronically.

**VII. E-Statements.** Members in good standing will receive a periodic statement at least quarterly. You will be notified electronically via email when your statement is available. Upon receipt of the email, you may retrieve the statement through Online and Mobile Banking using your login credentials. We recommend that you print a copy of any electronically provided statements, notices or disclosures (including this one) for your records. We will retain a 13-month online archive of account notices and forms.

**VIII. Changing Your Email Address.** It is your responsibility to inform us of any change to your contact details, such as your name, telephone number and/or email address. We will use the email address you provide to us to communicate with you electronically as necessary. To notify us of a change in your email address, visit a Credit Union branch or write to us at Michigan Schools and Government Credit Union, Attn: Branch Operations Processors, 40400 Garfield Road, Clinton Township, MI 48038. You can also change your email in Online and Mobile Banking under "Contact Information". If you write us, please be sure you include your name, signature, your account number and your new email address. If you need assistance on how to perform these changes, you can contact us at (586) 263-8800 or toll free at (866) 674-2848, or by emailing through Online or Mobile Banking.

**IX. Undeliverable Electronic Communications.** If an Electronic Communication was returned to us as undeliverable, we will attempt two times to reach out to you to obtain a good email address. Consecutive undeliverable email attempts may cause the Credit Union to revoke Electronic Communications until a valid email address is provided. In such event, all future Electronic Communications will be sent to you by the U.S. Postal Service at the mailing address shown on our records. The Credit Union is not liable for any third-party incurred fees, other legal liability or any other issues or liabilities arising from statements, disclosures or notifications sent to an invalid or inactive email address you have provided to

us. You understand and agree that your failure to maintain current contact information in your Credit Union account records does not relieve you of any responsibilities that you have under this Disclosure or any separate agreements.

- X. Account Alerts.** If you use the Account Alerts service, you will receive alerts sent to the email address(es) you specify, even if you have opted out of receiving promotional email. Please be aware that information transmitted via Internet email may not be secure, and the Credit Union cannot guarantee the security of any information transmitted to an internet email address.

Although the Account Alerts service is designed to give you timely notice of specific events, it cannot provide immediate notice. You may encounter errors, interruptions, delays or failures in the receipt of your Account Alerts, which may or may not be within the control of the Credit Union. This can include problems such as technical difficulties suffered by your Internet service provider or wireless communications carrier. Further, some cell phones and certain other devices may omit a portion of an alert. The Credit Union makes no warranties to you regarding the timeliness of the Account Alerts service or the accuracy, reliability or completeness of any Account Alert we provide to you.

Your use of Account Alerts is at your own risk. The Credit Union provides the Account Alerts service and its messages to you on an as-is basis, without any warranties of any kind. Under no circumstances shall the Credit Union be liable for any type of damages resulting in any way from our use of or reliance upon the Account Alerts service or the contents of specific alerts.

- XI. Online Transactions.** Your Online Banking, Online Bill Pay and Mobile Banking transactions with us will be governed by separate agreements with us. Your acceptance of those separate agreements will, however, be in accordance with this Disclosure.
- XII. Amending or Terminating this Agreement and Disclosure.** We may change any term of this Disclosure at any time. If you do not wish to accept the change, you may terminate this Disclosure by withdrawing your consent to receive statements and notices electronically. In the future, should the Credit Union, by law or regulation, be permitted to deliver any additional notices or disclosures to which you are entitled besides those specifically listed herein, you hereby agree to receive such notices or disclosures in electronic format sent to your last known email address. The Credit Union may terminate this Disclosure at any time.

### **Consent to Electronic Communications**

You have consented to the provisions of this Disclosure. We will not begin providing communications electronically, however, until we have sent you an electronic communication to determine your ability to receive the required communications electronically, and you have demonstrated by your response that you have that ability. If we change the technology requirements for this service, we may require an additional electronic confirmation before continuing to provide you with communications electronically.