

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 listed below and any other special account/service applications or agreements and any amendments thereof.” 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 the acceptance of 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 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;
 - 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;
 - 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.
- 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, by calling us at (586) 263-8800 or toll free at (866) MSGCU4U, by logging into Online Banking and changing your preferences or emailing through Online 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 or email 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) MSGCU4U, 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 hardware requirements are as follows:
- The following browsers support TLS 1.1 and TLS 1.2 protocols, which are required to securely log into Online Banking: Microsoft Internet Explorer 11+ (Version 9+ is capable but you’ll need to enable TLS 1.1/1.2), Google Chrome Version 22+, Mozilla Firefox Version 27+, Opera Version 12.18+, Safari Version 7+, Android Version 5.0+ or another similar Internet Browser that supports SSL encryption, and 128-bit encryption.

- It is important to note: Windows Vista and XP systems that use Internet Explorer as their browser will not have the ability to support TLS 1.1 & 1.2. In order to access Online Banking, you will need to install another browser such as Chrome or FireFox to access Online Banking.
- An IBM-compatible or Apple personal computer, operating system, and tele-communications connections to the Internet that will support the programs mentioned above
- Sufficient electronic storage capacity on your hard drive or other storage medium, or a printer that is capable of printing from your Internet Browser
- An email application that will support HTML formatted emails.

In the event we change the hardware and/or software requirements to access and retain Electronic Communications, we will notify you of these changes at least 30 days in advance, and give you a notice of your right to withdraw your consent to receive Electronic Communications. You will not be charged a fee for withdrawing your consent.

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; or
- The Electronic Communication will be posted to our website. 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 website.

VII. E-Statements. You 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 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 Banking under settings. If you write us or email us through Online Banking, please be sure you include your name, signature, your account number and your new email address.

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 and we may switch you from electronic statements to paper statement at any time sent via the U.S. Postal Service to the mailing address shown on our records. 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. Consecutive undeliverable email attempts may cause the Credit Union to revoke Electronic Communications until a valid email address is provided. 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 Agreement and 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.** You understand and agree that the Credit Union retains the right, to the extent permitted by law, to amend this Disclosure by providing you with written notice of such changes sent to your last known mailing address, or by providing electronic notice of such changes to your last known email address. 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 Agreement and 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.