



## Disclosure and Agreement to Receive Communication Electronically

**1. ELECTRONIC DISCLOSURE AGREEMENT** - This Disclosure and Agreement to Receive Communication Electronically (Agreement) addresses the circumstances under which you agree to receive, in electronic form, information that we are required by law to provide to you in writing for instance, Truth-in-Savings Act Disclosure, quarterly or monthly statements about your membership and accounts with Zeal Credit Union.

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. This means all future communications relating to your Account(s) with us will be communicated electronically. Please read this Agreement carefully before giving consent.

**2. CONSENT TO RECEIVE DISCLOSURES ELECTRONICALLY AND SCOPE OF CONSENT** - By clicking the "Accept" button, you are affirmatively consenting, initially and on an ongoing basis, to receive communications related to your Account(s) and membership with us in electronic format (Electronic Communications), and that we may discontinue sending paper communications to you, unless and until you withdraw your consent as described below. Your consent to receive Electronic Communications includes:

- Monthly (or periodic) billing or account statements for your Account(s);
- All legal and regulatory disclosures and communications associated with your Account(s);
- Notices or disclosures about change in terms of your Account(s) or associated fees or changes;
- Privacy policies and notices;
- Tax statements (to the extent permitted by the IRS);
- Other periodic or special notices (including, but not limited to, non-sufficient funds notices, Discretionary Overdraft Privilege 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)
- All agreements and disclosures for all Services you elect to use;
- Such additional notices or disclosures as we may, by existing or future law or regulation, be permitted to deliver to you electronically.

Any time you request a specific account product or service, you may be asked to sign and agree to the terms of the account/service documents electronically.

- 3. VALID EMAIL ADDRESS** - If you consent to receive information electronically, we will contact you at the email address you have provided to us. It is your responsibility to inform us of any change to your contact details, such as your name, telephone number and email address. If you change your email address, you may update your email within Online Banking under "My Settings" or by notifying us in writing at any of our branch locations. If you write to us, please make sure you include your name, account number and your new email address.
- 4. YOUR SYSTEM 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:
- The latest version of the following browsers: Internet Explorer; Microsoft Edge; Safari; Mozilla Firefox; Google Chrome;
  - A compatible personal computer/device, operating system, and telecommunications connections to the Internet that will support the programs mentioned above;
  - The latest version of Adobe Acrobat Reader software (available at no charge at <http://www.adobe.com>) to view your E-statements and Electronic Communications;
  - 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.

- 5. HOW ELECTRONIC COMMUNICATIONS WILL BE MADE** - You authorize us to send you Electronic Communications by any 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;
  - 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, providing you with a link to, or otherwise alerting you that a new Electronic Communication has been posted to the website; or
  - The Electronic Communication will be communicated to you through our Online Banking platform.

- 6. 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 an 18-month online archive of account notices and forms.
- 7. YOUR RIGHT TO RECEIVE PAPER COPIES** - 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. The documents and information provided to you electronically will not be sent to you in a paper copy. To get a paper copy, please contact our Member Service department to request a copy. For monthly statements, please see our Schedule of Fees for associated fees.
- 8. YOUR RIGHT TO CANCEL AND WITHDRAW CONSENT** - You have the right to cancel and withdraw your consent to Electronic Communications at any time and **without** any fee or penalty. If you wish to withdraw your consent, you may do so by contacting Zeal Credit Union in writing with your Member Number and signature: by U.S. Mail at Zeal Credit Union, Attn: Member Services, 17250 Newburgh Road, Livonia, MI 48152; or at any Zeal Credit Union Branch. 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.
- 9. UNDELIVERABLE ELECTRONIC COMMUNICATIONS** - If an Electronic Communication is returned to us as undeliverable, we may revoke Electronic Communications until a valid email address is provided. We are 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.
- 10. 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 we 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 our control. 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. We make 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. We provide the Account Alerts service and its messag-

es to you on an as-is basis, without any warranties of any kind. Under no circumstances shall we 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.

**11. ONLINE TRANSACTIONS** - Your Online Banking 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 Agreement.

**12. AMENDING OR TERMINATING THIS AGREEMENT** - You understand that we retain the right, to the extent permitted by law, to amend this Agreement 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 we, 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. We may terminate this Agreement at any time.

**13. ONLINE TRANSACTIONS** - You agree that by selecting the “**I Accept**” button below, you have consented to the provisions of this Agreement. 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.

**I Accept**