

DISCLOSURE REQUIRED BY FEDERAL LAW

READ AND SCROLL DOWN

**ELECTRONIC RECORDS DISCLOSURE AND AGREEMENT
FOR ACCOUNT OPENING APPLICATIONS**

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.

Introduction. As used in this agreement the words “we”, “our”, and “us” mean United Federal Credit Union and the words “you” and “your” mean the account owner(s) and anyone else with the authority to deposit, withdraw, or exercise control over funds in the account. If there is more than one account owner, notice to any one account owner is effective for all.

In order to speed up the account application process, with your consent, we will provide you with the following information electronically, rather than by postal mail or in person:

- An account application, all related account agreements and disclosures that may be required by applicable federal and state law for the product(s) you have selected; and
- Information and instructions about any additional services that you selected during the application process.

By providing your consent below, you:

- acknowledge receipt of this Electronic Records Disclosure and Agreement;
- agree you have read this agreement and consent to the electronic delivery of the account application, all related account agreements and disclosures that may be required by applicable federal and state law for the product(s) you have selected; and
- agree you have read this agreement and consent to the electronic delivery of all information and instructions about any additional services that you selected during the application process.

If you do not want to receive this information electronically, you should exit this agreement and leave this area of our website.

Your Consent. Your consent to receiving all account agreements, disclosures, information and instructions related to the account application is required by state or federal law in order to be able to receive them electronically. Your consent will only apply to the product(s) you have selected and the related account agreements, disclosures, information and instructions. You are not consenting to receiving other electronic records or disclosures at this time.

Paper Copy of Agreements, Disclosures, Information and Instructions. If you do not want to receive all account agreements, disclosures, information and instructions related to the account application and all information and instructions about any additional services that you selected during the application process electronically, you should exit this area of our website. If you do not consent to receiving electronic copies of such information, we will not be able to open the account(s) via our website. You may visit any of our branch locations and speak with a member service advisor. A list of our branch locations may be found at our website.

If you consent to receive all account agreements, disclosures, information and instructions electronically, you can also request a paper copy of the agreements, disclosures, information and instructions by contacting our Member Service Center at 888-982-1400. We will not charge you any fees for providing a paper copy of this information.

Hardware and Software Requirements and Requirements to Retain Information. Before consenting to receive all account agreements, disclosures, information and instructions electronically, you must determine if you have the necessary hardware and software to access and retain this information. You must have:

- a personal computer or other access device, such as a smartphone or tablet, which is capable of accessing the Internet (e.g., you must have a modem and available phone line, a high speed Internet connection or some other means of access to the Internet, and you must have an active account with an Internet service provider). Your access to this page verifies that your system meets these requirements;
- an Internet web browser which is capable of supporting 128 bit SSL encrypted communications, which requires a minimum web browser version of the following:

Microsoft Operating Systems:

Microsoft Internet Explorer: 10, 11

Microsoft Edge: 20 or newer

Firefox: 25.0 or higher

Safari: 5.0 or higher

Chrome: 31 or higher

Mac Operating Systems:

Firefox: 25.0 or higher

Safari: 6.0 or higher

Chrome: 31 or higher

- your system must have 128-bit SSL encryption software. Your access to this page verifies that your browser and encryption software meet these requirements;
- software that permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® version 5.1 or higher, available for downloading at: <http://www.adobe.com/products/acrobat/readstep2.html>. Your access to this page verifies that your system has the necessary software to permit you to receive and access PDF files; and

- the ability to either download to an electronic storage medium (e.g. local hard disk drive) or print to a functioning printer that is connected to your computer or other access device and able to print the account statements, disclosures, notices, letters and other information on 8½ x 11 inch paper.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES. YOU ACKNOWLEDGE AND UNDERSTAND THAT THERE ARE RISKS TO ELECTRONIC DELIVERY OF ACCOUNT AGREEMENTS, DISCLOSURES, INFORMATION AND INSTRUCTIONS INCLUDING, BUT NOT LIMITED TO, DELAY OR FAILURE OF DELIVERY DUE TO TECHNICAL DIFFICULTIES; WEATHER CONDITIONS (INCLUDING BUT NOT LIMITED TO SUN SPOTS); MATTERS BEYOND OUR REASONABLE CONTROL; INTERCEPTION OR ALTERATION OF SUCH ACCOUNT AGREEMENTS, DISCLOSURES, INFORMATION AND INSTRUCTIONS BY THIRD PARTIES DESPITE OUR COMMERCIALY REASONABLE SECURITY MEASURES.

BY CONSENTING TO THE ELECTRONIC DELIVERY OF YOUR ACCOUNT AGREEMENTS, DISCLOSURES, INFORMATION AND INSTRUCTIONS, YOU REPRESENT THAT YOU HAVE CONSIDERED OUR SECURITY MEASURES AND FIND THAT OUR SECURITY MEASURES ARE COMMERCIALY REASONABLE.

YOU ACKNOWLEDGE THAT YOU ARE CONSENTING TO RECEIVE ELECTRONIC DELIVERY OF YOUR ACCOUNT AGREEMENTS, DISCLOSURES, INFORMATION AND INSTRUCTIONS AT YOUR OWN RISK. OUR WEBSITE, THE CONTENT AVAILABLE ON OR THROUGH OUR WEBSITE, AND THE SOFTWARE MADE AVAILABLE ON OR THROUGH OUR WEBSITE, IF ANY, ARE PROVIDED **“AS IS”** WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND. UNITED FEDERAL CREDIT UNION AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY CONTENT CONTAINED THEREIN OR PROVIDED THROUGH THE WEBSITE. UNITED FEDERAL CREDIT UNION AND ITS AFFILIATES DO NOT REPRESENT OR WARRANT THAT ELECTRONIC ACCESS WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED THROUGH THE WEBSITE. UNITED FEDERAL CREDIT UNION AND ITS AFFILIATES ARE NOT RESPONSIBLE OR LIABLE FOR ACTIONS OF ANY THIRD-PARTY, OR FOR ANY DAMAGE TO YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY.

WE ARE NOT LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES OR INDIRECT LOSS UNDER ANY CIRCUMSTANCES. EXCEPT TO THE EXTENT THAT WE ARE FOUND LIABLE UNDER THIS AGREEMENT, YOU AGREE TO INDEMNIFY AND HOLD US AND OR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS, DEMANDS, JUDGMENTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THE SERVICES DESCRIBED IN THIS AGREEMENT. YOU AGREE THAT THE RIGHTS AND OBLIGATIONS OF THIS SECTION TITLED **“DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES”** WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Governing Law and Severability. This agreement shall be construed in accordance with any applicable federal laws and the internal laws of the State of Michigan. All headings are intended for reference only and are not to be construed as part of the Agreement. If any of the terms of this Agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

CONSENT AND ACKNOWLEDGEMENT. BY AGREEING BELOW, YOU ACKNOWLEDGE THAT YOU CAN ACCESS AND RETAIN THE ELECTRONIC RECORDS IN THE FORMAT DESCRIBED ABOVE AND YOU CONSENT TO HAVING UNITED FEDERAL CREDIT UNION PROVIDE ACCOUNT AGREEMENTS, DISCLOSURES, INFORMATION AND INSTRUCTIONS THAT MAY BE REQUIRED BY STATE OR FEDERAL LAW TO YOU ELECTRONICALLY.