

DISCLOSURE REQUIRED BY FEDERAL LAW

READ AND SCROLL DOWN

ELECTRONIC RECORDS DISCLOSURE AND AGREEMENT

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 view, deposit, withdraw, or exercise control over funds in the account. If there is more than one account owner or person with such authority, notice to any one account owner or person with such authority is effective for all.

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 all account statements;
- agree you have read this agreement and consent to the electronic delivery of all tax forms that may be provided electronically in accordance with federal law;
- agree you have read this agreement and consent to the electronic delivery of all other disclosures, notices, letters and other information that may be required by state or federal law or that we provide relating to your accounts, loans, or other products and services with us; and
- agree to no longer receive paper copies of all account statements, all tax forms that may be provided electronically in accordance with federal law, and all other disclosures, notices, letters and other information until your consent to electronic delivery of such items is withdrawn, except upon request as described below.

If you do not want to receive your account statements, tax forms, disclosures, notices, letters and other information electronically, you should exit this agreement and leave this area of our website.

If you do not agree to receive your account statements, tax forms, disclosures, notices, letters and other information electronically, we will send you paper copies.

Your Consent. Your consent to the electronic delivery of your account statements, tax forms, disclosures, notices, letters, and other information is required in order to be able to receive them electronically. Your consent will allow us to provide your account statements, tax forms, disclosures, notices, letters, and other information to you electronically until your consent is withdrawn, and we will no longer deliver this information to your mailing address via the United States Postal Service. Your tax forms will be available electronically for a minimum of two years after the date such information is first made available to you. Please contact our Member Service Center at 888-982-1400 to request a copy of your tax forms that you cannot access through our Online Banking service. Your consent to

receive your tax forms electronically continues for every tax year until you withdraw your consent; however, you will only receive tax forms each year that we are required to furnish them to you. You agree to provide us with a current, valid e-mail address. For more terms and conditions related to online access to account statements, tax forms, disclosures, notices, letters and other information, please refer to the Consumer Terms and Conditions or Business Terms and Conditions, website Terms of Use, the Online Access Agreement and Disclosure Statement, and any other applicable agreement(s) which may be found at UnitedFCU.com or by contacting our Member Service Center at (888) 982-1400.

Your Right to Withdraw Your Consent. You have the right to withdraw your consent to receive account statements, tax forms, disclosures, notices, letters and other information electronically at any time. You can withdraw your consent by accessing your statements in Online Banking and following the instructions under Cancel Services or by writing to us at PO Box 125, St. Joseph, MI 49085. Your withdrawal of consent will be effective within a reasonable period of time after we receive your withdrawal request. Your withdrawal of consent will not include account statements, tax forms, disclosures, notices, letters and other information previously provided electronically, and your withdrawal of consent will not impact the legal validity and enforceability of prior transactions or notices and disclosures. If you withdraw your consent, we will send paper copies of your account statements, tax forms, disclosures, notices, letters, and other information to your mailing address, and we will no longer provide this information electronically. If you have an Ultra Checking account, your withdrawal of consent will result in failure to meet the qualification criteria for the Ultra Checking bonus rate. If you have a Rewards Checking account, your withdrawal of consent will result in failure to meet the qualification criteria for the refund of ATM foreign surcharge fees.

Termination without Withdrawing Your Consent. We may terminate your request for electronic delivery of account statements, tax forms, disclosures, notices, letters and other information without your withdrawal of consent in the following instances:

- You do not have an active Online Banking Login ID;
- Your qualifying account(s) for our Online Banking service is closed;
- You are removed from the qualifying account(s) for our Online Banking service;
- Your role or authority on the qualifying account(s) changed in a manner that no longer allows you to access or consent to electronic delivery of account statements, tax forms, disclosures, notices, letters and other information; or
- We cancel our electronic delivery service.

If electronic delivery of account statements, tax forms, disclosures, notices, letters and other information is terminated, we will provide this information to you in paper format after the effective date of the termination. You agree that we have no obligation to provide paper copies of account statements, tax forms, disclosures, notices, letters and other information that was previously provided electronically; we will provide paper copies for such information previously provided electronically upon request as described below.

How to Update your Contact Information. You must promptly notify us of any changes in your e-mail address, your mailing address, or other contact information you have provided to us. You have an ongoing obligation to ensure your e-mail address, your mailing address, and other contact information

you have provided to us is current and valid. To update your phone number(s), residential address, or mailing address, you may provide your current contact information to us in Online Banking. To update your email address, as well as to provide us with any other updated information, you may contact our Member Service Center at 888-982-1400.

Option to Obtain Paper Copies. You may request a paper copy of account statements, tax forms, disclosures, notices, letters and other information provided to you electronically, without withdrawing your consent to receive such information electronically, by contacting our Member Service Center at 888-982-1400. Paper copies will be provided to you only upon request. We may charge you a fee for providing a paper copy of account statement(s). We will not charge you a fee for providing a paper copy of tax forms, disclosures, notices, and letters that we provide to you electronically.

Hardware and Software Requirements. Before consenting to receive your account statements, tax forms, disclosures, notices, letters and other information 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., wifi connection, 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;
- if you are accessing the account application process through an Internet web browser, the Internet web browser must be capable of supporting 128 bit SSL encrypted communications, which requires a minimum web browser version of the following:

Microsoft Internet Explorer: 11

Microsoft Edge: 20 or higher

Firefox: 25.0 or higher

Safari: 7.0 or higher

Firefox: 25.0 or higher

Chrome: 31 or higher

Your access to this page, if you are accessing the account application process through an Internet web browser, verifies that your browser meets these requirements;

- if you are accessing the account application process through our Mobile App, you must use an access device that utilizes one of the following operating systems:

Android™ compatibility: Android 5.0 and later

Apple iOS compatibility: iOS 9.X, and iOS 10.X or later

Your access to this page, if you are accessing the account application process through our Mobile App, verifies that your browser meets these requirements;

- a system with 128-bit SSL encryption software. Your access to this page verifies that your encryption software meets 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, tax forms, disclosures, notices, letters and other information on 8½ x 11 inch paper.

Prompt Review. Your account statements, tax forms, disclosures, notices, letters and other information delivered to you electronically will be dated the day such information is first made available to you. You must promptly review your account statements, tax forms, disclosures, notices, letters and other information and notify us in writing of any errors or discrepancies you believe have occurred. Any applicable time periods within which you must notify us of any errors, or applicable time periods within which you must respond to us, will begin on the date that your account statements, tax forms, disclosures, notices, letters and other information is first made available to you in our Online Banking service regardless of when you receive or access such information.

Notifications and Consent to Contact You via Mobile Phone. You agree that we may send you notifications about your account statements, tax forms, disclosures, notices, letters and other information by email and, if you provide us with a telephone number, at that telephone number. Your consent applies to any mobile device and any telephone number you have provided to us or we have obtained. You understand and agree that your consent authorizes us or our authorized agent to contact you using autodialed or prerecorded calls and text messages. You agree to promptly contact us if your telephone number changes or you would like to revise your telephone number used to provide notifications. To opt out of text message communications, reply “STOP” to such text message communications, in which case you may receive one more text as confirmation of having successfully unsubscribed from such text message communications; call United’s Member Service Center to opt out at (888) 982-1400; or withdraw your consent to receive account statements, tax forms, disclosures, notices, letters and other information electronically in accordance with the procedures described in the section above titled “Your Right to Withdraw Your Consent”. You agree that you may receive text messages after your cancellation and before such cancellation has been processed.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES. YOU ACKNOWLEDGE AND UNDERSTAND THAT THERE ARE RISKS TO ELECTRONIC DELIVERY OF ACCOUNT STATEMENTS, TAX FORMS, DISCLOSURES, NOTICES, LETTERS AND OTHER INFORMATION, 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 STATEMENTS, TAX FORMS, DISCLOSURES, NOTICES, LETTERS AND OTHER INFORMATION BY THIRD PARTIES DESPITE OUR COMMERCIALY REASONABLE SECURITY MEASURES.

BY CONSENTING TO THE ELECTRONIC DELIVERY OF YOUR ACCOUNT STATEMENTS, TAX FORMS, DISCLOSURES, NOTICES, LETTERS AND OTHER INFORMATION, YOU REPRESENT THAT YOU HAVE CONSIDERED OUR SECURITY MEASURES AND FIND THAT OUR SECURITY MEASURES ARE COMMERCIALY

REASONABLE. IF YOU, AT A LATER TIME, CONCLUDE THAT OUR SECURITY PROCEDURES CEASE TO BE COMMERCIALY REASONABLE, YOU MUST TERMINATE THIS AGREEMENT IMMEDIATELY IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE SECTION ABOVE TITLED "YOUR RIGHT TO WITHDRAW YOUR CONSENT".

YOU ACKNOWLEDGE THAT YOU ARE CONSENTING TO RECEIVE ELECTRONIC DELIVERY OF YOUR ACCOUNT STATEMENTS, TAX FORMS, DISCLOSURES, NOTICES, LETTERS AND OTHER INFORMATION 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 TO ACCOUNT STATEMENTS, TAX FORMS, DISCLOSURES, NOTICES, LETTERS OR OTHER INFORMATION 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 USER CONTENT OR OTHER CONTENT POSTED BY THIRD PARTIES, 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.

Amendment, Suspension and Termination

We reserve the right, in our sole discretion, to suspend providing you with electronic delivery of account statements, tax forms, disclosures, notices, letters and other information that may be provided electronically in accordance with federal law or to terminate or change the terms and conditions on which we provide electronic delivery of any or all such information. We will ordinarily send you notice of any suspension or termination, but we are not required to do so unless applicable law requires such notice. You are not permitted to alter or amend this agreement or any related document without our express written consent; any attempt to do so will be void and unenforceable.

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 STATEMENTS, TAX FORMS, DISCLOSURES, NOTICES, LETTERS AND OTHER INFORMATION THAT MAY BE REQUIRED BY STATE OR FEDERAL LAW TO YOU ELECTRONICALLY.