

**GENISYS CREDIT UNION**  
**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 Genisys 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 "I agree to the terms and conditions of this service" check box or signing below. We recommend that you print a copy of this Disclosure for your records. By selecting the "I agree to the terms and conditions of this service" check box or signing this form, you are agreeing to the following terms and conditions:

**1. Consent to Electronic Communications.** You consent to the acceptance of notices, disclosures and other communications and may also consent to periodic statements 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, deposit, or loan 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;
- 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.

**2. 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, and you may withdraw your consent at any time as set forth below.

**3. 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 (248) 322-9800 or toll free at (800) 521-8440, extension 5, by logging into Online/Mobile Banking and changing your preferences, or by writing to us at Genisys Credit Union, 2100 Executive Hills Blvd., Auburn Hills, MI 48326. If you write to us, please include your name, 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. We may charge a fee for any such paper copy. eNotices and eStatements are individual products and you must withdraw your consent for each separately.

**4. 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 (248) 322-9800 or toll free at (800) 521-8440, extension 5, by visiting us at any Credit Union branch, or writing to us at Genisys Credit Union, 2100 Executive Hills Blvd., Auburn Hills, MI 48326.

**5. 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:

- A computer and Internet Browser that will support SSL encryption, and 128-bit encryption
- 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.
- You must also have a browser that can open a PDF document, software installed that allows you to view a PDF document, or the free Adobe Acrobat Reader.

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.

**6. 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 e-mail message that we send to the e-mail address you provide to us; or
- The Electronic Communication will be posted to our website or within Online/Mobile Banking. We will send you a notice, either to the e-mail address you give us or to your mailing address, alerting you that a new Electronic Communication has been posted to the website or within Online/Mobile Banking.

**7. 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/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 24-month online archive of account notices, forms and statements.

**8. Changing Your E-Mail Address.** It is your responsibility to inform us of any change to your contact details, such as your name, address, 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 e-mail address, visit a credit union branch, call us at (248) 322-9800 or toll free at (800) 521-8440, extension 5, change within Online Banking, or write to us at Genisys Credit Union, 2100 Executive Hills Blvd., Auburn Hills, MI 48326. If you write us, please include your name, your member number and your new e-mail address.

**9. Undeliverable Electronic Communications.** If an Electronic Communication is returned to us as undeliverable, we will send you a paper copy within a reasonable period of time if required by law, via the U.S. Postal Service to 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.

**10. eAlerts.** eAlerts can be established through the Online or Mobile Banking Services to provide account information such as deposit account balance, loan payment due date, certificate maturing, checks clearing and debit card transactions. However, you should not rely solely on eAlerts for account information. Although the Credit Union makes every effort to ensure eAlerts are delivered as expected, there are conditions that may make the alerts unreliable such as, but not limited to spam filters, relay detectors, inaccurate or obsolete email addresses, network or system failures, etc. eAlerts are designed to give you timely notice of specific events, but may not always provide immediate notice. Balances shown on eAlerts may not reflect your available balances. The Credit Union recommends that the eAlert service be tested prior to regular use to identify any limiting conditions that may be present. The Credit Union does not guarantee the delivery of any account alert. Text and data fees may apply when using this service.

Your use of eAlerts is at your own risk. Under no circumstances will the Credit Union be liable for any type of damage including fees resulting in any way from your use or reliance upon the eAlerts service or the contents of specific eAlerts. The Credit Union assumes no responsibility for the timeliness, accuracy, reliability, deletion, mis-delivery or completeness of an eAlert. You agree that the Credit Union will not be liable for any delays in content, or for any actions you take in reliance thereon. If you need current account information, you agree to contact us by phone directly or by accessing Online or Mobile Banking.

**11. Online Transactions.** Your Online Banking, Mobile Banking, Bill Payments, Electronic Funds Transfers, and Mobile/Online Deposit Service 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.

**12. 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 agree that by selecting the "I agree to the terms and conditions of this service" check box or by signing this form, 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.

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Member Name

\_\_\_\_\_  
Account Number

#### CONSENT TO RECEIVE MESSAGES

By selecting, "I agree to the terms and conditions of this service" check box or signing below, you consent to receive autodialed or prerecorded telemarketing calls and text messages regarding Genisys Credit Union's products and services at the telephone number(s) listed below, including any mobile telephone numbers. Standard message and data rates may apply and be charged by your mobile carrier.

**You are not required to agree to this in order to receive other electronic communications from the Credit Union or to utilize online banking, or to receive or use any other services provided to the members of the Credit Union.**

To Opt-Out of this service at a later time, reply **STOP** to any text message you receive to end all future messages, or call us at (248) 322-9800 or toll free at (800) 521-8440, extension 5, or write to us at Genisys Credit Union, 2100 Executive Hills Blvd., Auburn Hills, MI 48326.

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Member Name

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Cell Phone

**OPTIONAL FIELD**

\_\_\_\_\_  
Other Phone