

TRUE COMMUNITY 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 TRUE Community 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 signing below. We recommend that you print a copy of this Disclosure for your records. By signing below, you are agreeing to the following terms and conditions:

1. **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 statements for your deposit accounts;
 - Your periodic account statements for your loan accounts;
 - 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, the Truth-in-Lending 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.
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 800-554-7101, by logging into digital banking and changing your preferences, or by writing to us at TRUE Community Credit Union, 1100 Clinton Rd. Jackson MI 49202. 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. Note the credit union’s paper statement fee.
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 800-554-7101, by visiting us at any Credit Union branch, or writing to us at TRUE Community Credit Union, 1100 Clinton Rd Jackson MI 49202.
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:

- Microsoft Internet Explorer 7.0 (or greater), or another similar Internet Browser that supports SSL encryption, and 128-bit encryption
- 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 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 Web site. 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 Digital Banking.
- 7. eStatements.** 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 Digital 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 six-month online archive of account notices and forms.
- 8. Changing Your E-Mail 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 e-mail address, visit a credit union branch, call us at 800-554-7101, or write to us at TRUE Community Credit Union, 1100 Clinton Rd Jackson, MI 49202. If you write us, please sure you include your name, your account 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 30 days 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.
- 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 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.

11. **Online Transactions.** Your Digital 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.
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 signing below, 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.

Printed Name

Signature

Date