

# CONSENT TO RECEIVE ELECTRONIC RECORDS AND ELECTRONIC CONSENT AGREEMENT

This Agreement and Disclosure specifically governs Soo Co-Op Credit Union and informs you of your rights and responsibilities and the terms and conditions associated with the services you have requested. You agree to be bound by all terms and conditions contained herein in addition to the terms and conditions in our other agreements. You further agree to abide by any terms and conditions which may be added due to future enhancements to our Electronic Disclosures and Digital Banking services and platforms.

## Scope of Electronic Records:

You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions; and governmental and/or third party notices (such as IRS 1098, 1099, etc.), to include notices required by federal or state laws (such as notice of unclaimed property) or notice of the availability of any of the foregoing with you or on your behalf electronically by posting or providing a link to same on the Credit Union's website, by submitting a notice to the e-mail address provided in your Member Service Agreement. Hereinafter all such disclosures and/or documentation is referred to as "electronic record(s)". You also agree to receive periodic electronic messages from the credit union pertaining to Soo Co-op Credit Union announcements and updates. You also agree that you may be notified electronically if you send Soo Co-op Credit Union an e-mail, fill out an application online or fill out our feedback questionnaire online.

## Agreement

As permitted by law and in compliance with the E-SIGN Act, you hereby authorize Soo Co-op Credit Union to provide your electronic records as described above electronically. The electronic transmission of such records may be conducted in a variety of means such as (a) your active retrieval via the Internet by any Internet access means from a specific Internet location (identified by the Credit Union in an e-mail message sent to you by the Credit Union); and/or (b) any other means of electronically providing such documentation.

After electing to have your records sent to you electronically, you may still obtain a paper copy of your records by contacting the Credit Union through the following methods (a fee, as disclosed in the current Fee Schedule, may apply):

In writing: Soo Co-op Credit Union 4489 I-75 Business Spur., Sault Ste. Marie, MI 49783

In person: at any branch location: By phone: 906-632-5300 By email: cuinfo@soocoop.com

## Revocation of Electronic Consent:

You may revoke your request to have your records sent to you electronically by contacting the Credit Union either in writing or by e-mail at the above captioned addresses. You may also cancel this service yourself from within digital banking by selecting the "e-Statements" link. Soo Co-op Credit Union does not assess any fees or charges to institute or cancel this service.

### When Your Personal Information Changes:

You agree to immediately provide the Credit Union updated contact information in the event that your e-mail address (or any other means you have provided the Credit Union to contact you) becomes unusable or inaccurate for any reason. You may update this information in your user profile on our digital banking platform. You may also inform us in person at any branch.

### Requirements to Receive Electronic Records:

A description of the current means used to provide electronic records along with current hardware and software requirements to receive such documentation is provided to you herein.

### Minimum System Requirements:

To support the security measures we put in place to keep your data safe, we require the use of a modern browser. As new versions of browsers are released, the digital banking platform will deprecate support for older versions. Below are the details for each supported browser.

#### Mobile Operating Systems:

iOS: Our online banking platform is supported on version 3.12 or newer on devices running iOS version 16.4 or newer.

<u>Android:</u> Our online banking platform is supported on version 3.7 or newer on devices running Android version 8.0 or newer.

#### **Browsers:**

<u>Microsoft Edge</u>: Microsoft Edge will be supported at the latest version only. Our online banking platform may deny access to older Microsoft Edge versions 60 days after a new version is released. The legacy version of Microsoft Edge now has an official end-of-life date from Microsoft.

<u>Google Chrome</u>: Chrome should automatically update and major updates are released approximately every 12 weeks. If Chrome is two versions older than the current stable channel version, our online banking platform may deny it access.

<u>Apple Safari:</u> Each year Apple typically makes upgrades to Safari during the fall. Approximately 60 days after a new version is released, the our online banking platform may deny older versions access. However this change requires that the new Safari version is available on both MacOS and iOS devices.

<u>Mozilla Firefox:</u> FireFox should automatically update. If FireFox is two versions older than the current stable channel version, the Banno Digital Platform may deny it access.

## Security Notice for Internet Transactions:

Many electronic communications sent and received over the Internet can and are intercepted by unauthorized recipients, beyond the control of the Credit Union. By authorizing the delivery of your records electronically, you understand and agree that, to the extent permitted by law, the Credit Union cannot and will not be liable for any damages incident to the unauthorized receipt of electronic communications sent by or received from you where such unauthorized receipt is beyond the control of the Credit Union. It is your sole responsibility to protect your logon and password from unauthorized persons. You understand that you have no expectation of privacy if electronic records are transmitted to an email address owned by your employer or any other persons that are not owners, borrowers, authorized users, etc.

## System Unavailability:

Access to the Service may be unavailable at certain times for the following reasons: (1) Scheduled maintenance -There will be periods when systems require maintenance or upgrades; (2) Unscheduled maintenance - Service may be unavailable when unforeseen maintenance is necessary; or, (3) System Outages - Major unforeseen events, including, but not limited to: earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, that may cause system unavailability. Credit Union will make all reasonable efforts to ensure the availability of the Service. However, Credit Union is in no way liable for the unavailability of the Credit Union Electronic Records or Digital Banking Service or any consequential damages that may result.

## In case of errors or questions about your electronic statement:

Contact us IMMEDIATELY if you think your statement is wrong, or if you need more information using the contact information on page one of this disclosure. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Tell us your name and account number, the dollar amount of the suspected error, and the date it occurred. Describe the error or the transaction you are unsure about, and explain as clearly as you can, why you believe it is an error or why you need more information.

If you notify us verbally, we may require you to send us your complaint or questions in writing within ten (10) business days. We will tell you, in writing, the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we need to use the forty-five (45) days to investigate, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) business days, the Credit Union is not required to credit your account. For transactions initiated outside the United States, the time period stated above increases to ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question. If your claim is made within thirty (30) days of account opening, we will provisionally credit your account within twenty (20) business days and may take up to ninety (90) calendar days to conduct our investigation.

If we determine there was no error, we will send you written explanation within three (3) business days after we complete our investigation. You may ask for copies of the documents that we used in our investigation and upon which we relied to conclude that the error did not occur. (We will make these available to you to the extent possible without violating any other member's right to privacy).

# Effective Date:

This agreement becomes effective upon clicking "Enroll" through Soo Co-Op Credit Union Digital Banking, under "Documents". By clicking "Enroll" you agree to electronic disclosure of all Electronic Records as indicated above and confirm that you have read the terms and conditions above. Additionally, this agreement becomes effective upon entering the pin provided, confirming receipt through ShareFile. By entering your pin and proceeding to your documents, you agree to electronic disclosure of all Electronic Records as indicated above and confirm that you have read the terms and conditions above. If there is more than one Owner, Authorized User, etc, this is intended as a representation to Soo Co-Op Credit Union that all such parties consent to the terms and conditions. This enrollment process provides affirmative consent electronically (in compliance with the E-SIGN Act), in a manner that reasonably demonstrates your ability to access information in the electronic form that will be used to provide the information that is the subject of the consent described in this agreement.