

**Metro Credit Union**  
**Electronic Communications Disclosure Agreement**

**Please read this Electronic Communications Disclosure Agreement (“eCommunications Disclosure”) carefully- it contains important information about your legal rights. By entering into this agreement, you accept all the terms and conditions contained in the agreement.**

**Definitions**

As used in this Agreement, the words “Metro”, “we”, “our”, “us” and “Credit Union” mean Metro Credit Union. The words “I”, “You” and “Your” refer to the account owner(s) authorized by the Credit Union to receive statements, notices and communications under this Agreement. “Account” or “accounts” means your account(s) at the Credit Union. “Business days” means Monday through Friday. Federally designated holidays are not included.

**(1) Your Legal Rights**

Certain laws require us to provide specific information to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first present this eCommunications Disclosure and obtain your consent to receive it electronically. Your consent will also apply to any other person named on your account, product or service, subject to applicable law. At times, we may still present you with paper disclosures, but by signing this document you agree that you are willing to receive disclosures and other information electronically that otherwise must be provided on paper.

By entering into this agreement, you affirmatively consent and agree to permit Metro Credit Union to make disclosures and provide notices to you in electronic form, rather than in written form. Your consent and agreement shall relate to all forms of statements, disclosures and notices required under applicable law as a result of various agreements between you and the Credit Union and shall remain valid until such time as you exercise your right to revoke this consent. You elect and authorize us, at our discretion, to electronically deliver your account statement(s), disclosures and notices that we are required to provide you under applicable Federal and State statutes and their implementing regulations, as amended from time to time. Other Federal and State laws and regulations (“laws”) may be enacted or amended in the future to provide for electronic delivery of account statements, disclosures and notices. Your election also authorizes us, at our discretion, to provide electronic delivery of such statements, disclosures and notices pursuant to these laws after they become effective.

This agreement applies to communications that we are legally required to provide to you for all of your accounts, products, and services either currently or in the future, through Online Banking, Mobile Banking or any Metro Credit Union websites. This includes, but is not limited to, the following account and product and service types: deposit accounts, loans, and other online services.

**(2) Your Consent and Types of Electronic Communications You Will Receive**

You understand and agree that Metro Credit Union may provide to you in electronic format only, by posting the information in Online Banking, Mobile Banking, at any Metro Credit Union website, through email (if applicable) or via SMS text messaging agreements, disclosures, notices, statements, and other information and communications regarding your accounts, services and products; the use of any Online Banking, Mobile Banking or other Metro Credit Union web services; your relationship with us; and/or other programs, products or services that are or may in the future be made available to you (“Communications”). Such Communications may include, but are not limited to:

- This Electronic Communications Disclosure Agreement;
- The Online Banking Agreement and Disclosure, Mobile Banking Agreement, Bill Payment Agreement and Disclosure, and other service or user agreements for online access to Metro Credit Union websites, all updates to these agreements and all disclosures, notices and other communications regarding Online Banking and/or Mobile Banking and transactions you make within Online Banking, Mobile Banking or through any Metro Credit Union websites;
- Disclosures, agreements, notices and other information related to the opening or initiation of an account, product or service including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, or other applicable federal or state laws and regulations;
- Periodic, annual, monthly or other eStatements, disclosures and notices relating to the maintenance or operation of an account, product or service including, but not limited to, account information, account activity, account inactivity, payments made or due, or other eStatements, disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, or other applicable federal or state laws and regulations;

- Any notice or disclosure regarding an account, product or service fee, such as a late fee, an overdraft fee, an over limit fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee, or a fee as a result of a stop payment order;
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us;
- Our Privacy Policy and other privacy statements or notices
- Certain tax statements or notices that we are legally required to provide to you, such as the annual IRS interest statements; and
- Certain information or forms that we request from you and ask you to submit electronically, such as signature cards, W-9s, or other agreements.

**(3) Types of Communications You Will Receive in Paper Form**

This Electronic Communications Disclosure Agreement does not apply to:

- Any notice of default, acceleration, repossession, foreclosure, or eviction, or the right to cure or reinstate or redeem under a credit agreement secured by your primary residence;
- Any notice of the cancellation or termination of life insurance benefits (excluding annuities);
- Any transactions subject to Article 9 of the Uniform Commercial Code; and
- Any other communications that Metro Credit Union determines, in its sole discretion that you should receive in paper rather than electronic form.

Such notices and disclosures shall be mailed to the primary address we show for you in our records or otherwise delivered as required by law or the governing agreement. You also agree that you satisfy the hardware and software requirements discussed in Section 4 so that you can access, receive and retain Communications electronically in the formats we use. If you become unable to access the electronic disclosures due to hardware or software requirements, you must utilize one of the methods described below in Section 5 to withdraw your consent to electronic disclosures.

**(4) Hardware and Software Requirements**

For the best experience in Metro Credit Union online banking we recommend that you use one of the following browsers: Chrome, Edge, Firefox, Safari. While we always recommend upgrading to the latest version of each browser to ensure features are functioning properly and updated security, we support the two most recent versions of the browsers listed.

Additional setting requirements for optimal browsing:

- Accept browser cookies. You will not be able to access any secured pages if you set your privacy setting to ‘Block all cookies’.
- Accept third party cookies for bill payment access.
- Enable JavaScript in order to access many features of our site.
- PDF viewer required to open statements or other PDF documents.

Your personal computer and/or mobile device needs to support the following requirements to be able to access and retain the communications:

**Computer Hardware and Software Requirements**

- An operating system, such as Windows or Mac OS
- Access to the internet and an internet browser

**Mobile Device Hardware and Software Requirements**

- A mobile operating system, such as IOS (Apple), Android (Multiple Versions)
- Access to the internet and an internet browser

Regarding your mobile device: Communications may not be accessible over some network carriers. In addition, Communications may not be supported for all mobile devices. We cannot guarantee and are not responsible for the availability of data services provided by your mobile carrier, including data outages or "out of range" issues. We are not responsible for any loss, damage or injury resulting from the disconnection, defect, or malfunction of your cellular service or mobile device. Further, we are not responsible for the cost of upgrading your equipment to stay current with receiving Communications. You are responsible for understanding the operation and maintenance of your mobile device.

Please note that you are solely responsible for any charges that may be assessed by your cellular phone service provider, internet service provider, or any other outside party to access Communications, for text messages sent to or received from the Bank or for data services/plans. Please consult your wireless plan or provider for details.

Most Communications provided within Online Banking, Mobile Banking, via email or at any Metro Credit Union websites are provided either in HTML or PDF format. For Communications provided in PDF format, Adobe Acrobat Reader is required.

A free copy of Adobe Acrobat Reader may be obtained from the Adobe website at [www.adobe.com](http://www.adobe.com). In certain circumstances, some Communications may be provided by email. In all cases, you are responsible for providing us with a valid email address to accept delivery of Communications.

Printing and downloading Communications may only be performed from a computer unless your mobile device provides the capability of downloading or printing Communications in PDF or HTML format. To print or download Communications you must have a printer connected to your computer or sufficient hard-drive space to store the Communications.

#### **(5) How to Withdraw Your Consent to this eCommunications Disclosure**

Subject to applicable law, you may withdraw your consent to this eCommunications Disclosure by calling us at 877-MY-METRO, visiting a branch location, writing to us at Metro Credit Union, 200 Revere Beach Parkway, Chelsea MA 02150 ATTN: Member Services, or by email at [MemberServices@metrocu.org](mailto:MemberServices@metrocu.org) or through our secure message center service using Online Banking. If you withdraw your consent, we agree to stop providing you with Communications electronically. Your withdrawal of consent is effective only after you have communicated your withdrawal to Metro Credit Union by the means listed above and Metro Credit Union has had a reasonable period of time to act upon your withdrawal. Your consent shall remain in force until withdrawn in the manner provided in this section. By withdrawing your consent to receive Communications electronically, fees to receive paper communications may apply. Refer to the current fee schedule for details. Termination of any Consent will not affect the legal validity, enforceability and binding effect of any Communication sent before the effective date of termination of the Consent.

**Consent Coverage; Certain Notices From You Are Not Covered.** Applicable law or contracts sometimes require you to give us "written" notices. You must still provide these notices to us on paper. Your consent here does not relate to those notices.

#### **(6) Obtaining Copies of Electronic Communications**

You may print or make a copy of Communications by using the "Print" button (or otherwise using your printing functionality) or saving a copy - do this when you first review the Communications because we do not necessarily keep them all in a place that you can access. Upon request, we will provide you with a paper copy of any Communications provided electronically by Metro Credit Union to you pursuant to this eCommunications Disclosure, provided we receive your request within 12 months after the date the Communication was first made available to you electronically. You may request a paper copy of these Communications by calling our Member Service Center at 877-MY-METRO.

Be sure to specify your account number or product type, as applicable, the specific Communication for which you are requesting a paper copy, and the address to which it should be mailed. We may charge fees for paper copies of the Communications.

#### **(7) Updating Your Contact Information**

In the event that your mailing address, email address or other contact information is changed, you must notify Metro of such changes immediately through one of the following methods:

- By updating your profile within Online Banking
- By calling our Member Service Center at 877-MY-METRO
- By visiting a branch location
- Writing to us at Metro Credit Union, 200 Revere Beach Parkway, Chelsea MA 02150
- Through our secure message center service within Metro Credit Union Online Banking

If you fail to update or change an incorrect email address or other contact information, you understand and agree that any Communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form in Online Banking, Mobile Banking or at another Metro Credit Union website or sent to the email address we have for you in our records

#### **(8) Retain Copies for Your Records**

We recommend that you print or download a copy of this eCommunications Disclosure to retain for your permanent records.

#### **(9) Change in Terms**

We may change any term of this Agreement at any time. We agree to give you at least 30 days' notice before the effective date of any such change, unless an immediate change is necessary to ensure the security of an account or our electronic funds transfer system. We will provide any required notice of change in terms to you electronically. If there is more than one party to the account, the notice will be addressed to the primary account owner, however notice of any one account owner will be effective for all. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.