

ESIGN Consent to Use Electronic Records and Signatures



As part of your relationship with us, we want to ensure you have all of the information you need to effectively manage your accounts. Our goal is to provide you with as many options as possible for receiving your account documents. We are required by law to give you certain information “in writing” – which means you are entitled to receive it on paper. We may provide this information to you electronically, instead, with your prior consent. We also need your general consent to use electronic records and signatures in our relationship with you. So, before you use our Electronic Services you must review and consent to the terms outlined below.

In this consent:

- “We,” “us,” “our” and “MIT FCU” means Massachusetts Institute of Technology Federal Credit Union.
- “You” and “your” means the person giving this consent, and also each additional account owner, authorized signer, authorized representative, delegate, product owner and/or service user identified on any MIT FCU Product that you apply for, use or access.
- “Communications” means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.
- “Electronic Service” means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), either now or in the future.
- “MIT FCU Product” means each and every account, product or service we offer that you apply for, own, use, administer or access, either now or in the future. MIT FCU Products include Electronic Services.
- The words “include” and “including,” when used at the beginning of a list of one or more items, indicates that the list contains examples – the list is not exclusive or exhaustive, and the items in the list are only illustrations. They are not the only possible items that could appear in the list.

1. Your consent to use electronic records and signatures; Choosing to receive Communications electronically or in writing; Certain information must still be provided in writing

In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form (“Electronic Records”). We may also use electronic signatures and obtain them from you as part of our transactions with you.

Electronic Records may be delivered to you in a variety of ways. In some cases, you will be able to choose whether to receive certain Communications electronically, or on paper, or both. We will provide

you with instructions on how to make those choices when they are available.

We may always, in our sole discretion, provide you with any Communication in writing, even if you have chosen to receive it electronically.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

There are certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those Communications to you in writing. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this consent will automatically cover those Communications as well.

2. Your option to receive paper copies

If we provide Electronic Records to you, and you want a paper copy, you may contact the appropriate member service unit and request a paper version. You will find the appropriate contact information in the account statement or agreement for the MIT FCU Product related to the Electronic Record. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to the applicable agreement for any fee that may apply for paper copies.

3. Your consent covers all MIT FCU Products; Privacy Policies

Your consent covers all Communications relating to any MIT FCU Product. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new MIT FCU Product from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other MIT FCU Product.

You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on www.mitfcu.org, or, with prior notice to you, on another website where we offer Electronic Services.

4. You may withdraw your consent at any time; Consequences of withdrawing consent; How to give notice of withdrawal

You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of:

- your access to our Electronic Services, including online banking, and your ability to use certain MIT FCU Products.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

If you are receiving online account statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. Depending on the specific MIT FCU Product, if you withdraw consent we may charge higher or additional fees for that product or for services related to it. Please refer to the applicable agreement for any fee that may apply.

To withdraw your consent please contact us at 781-423-2022 or toll free at 855-648-2848

5. You must keep your email or electronic address current with us

You must promptly notify us of any change in your email or other electronic address. You may change the email address on record for you by going to the Account Services page within your online service and updating your contact information. If you have given us another type of electronic address, such as an electronic address or mobile phone number for SMS text messages, you may change that address by going to the account management page for each MIT FCU Product you have linked to that address. There may be other, special MIT FCU Products for which we provide separate instructions to update your email or other electronic address.

6. Hardware and software you will need

To receive Electronic Records, you must have access to:

- a Current Version (defined below) of an Internet browser we support,
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader, see <https://helpx.adobe.com/sign/system-requirements.html> for Adobe requirements), and
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices.

By "Current Version," we mean a version of the software that is currently being supported by its publisher.

From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration.

We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with Online Banking.

7. Changes to hardware or software requirements

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements; and you will have the right to withdraw consent without the imposition of any fees or conditions not originally disclosed. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent.

8. Your enrollment in Electronic Services using our equipment

If you enroll for an Electronic Service through one of our customer service representatives or using our equipment, your enrollment may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use electronic records and signatures under the terms of this E-SIGN Consent.

By providing your consent, you are also confirming that you have the appropriate hardware and software required, that you are able to receive and review electronic records, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized represent-atives, delegates, product owners and/or service users identified with your MIT FCU Products.