

Members First Credit Union Electronic Alerts (eAlerts) Consent Agreement and Disclosure

Please read this information carefully and print and/or retain a copy for your records.

This agreement is between Members First Credit Union (hereinafter referred to as “we, us, our, or MFCU”), and each participating member of MFCU’s eAlert program, together with any person who is authorized by a member to use or access this service (hereinafter referred to as “you, your or yours”).

Delivery: eAlerts are sent to the designated email address(es) you specify upon enrolling in the service or in special cases the email address entered upon opting in for electronic statements and notices. You may receive eAlerts via a personal computer through most email software packages and Web-based email services, though not every package or service has been tested. Alerts may be sent to mobile phones that accept messaging providing you enter a valid delivery address that may be specific to your mobile carrier. Your mobile provider may charge you for receiving messages to your phone.

The email addresses you specify may be changed at any time. If you change email services or mobile providers, or if your email address changes for any reason it is your responsibility to change your alert delivery preferences by modifying your eAlerts settings from within First@HOME online banking.

Multiple alerts may be added and all or some of your alerts may be modified or cancelled by modifying your eAlerts settings from within First@HOME online banking.

If you are unable or unsure how to modify your preferences, you may read the eAlerts FAQ or contact MFCU for assistance at (989) 835-5100 or write to us at PO Box 2165, Midland, MI 48641-2165.

Content: You acknowledge that eAlerts sent may contain sensitive or personal information. Internet email is neither encrypted nor necessarily private. MFCU eAlerts will not disclose your account number unless you type one in as an account "nickname" which is highly discouraged.

Members First Credit Union will not solicit information from you such as name, address, social security number, mother’s maiden name, bank account info, password info, etc. via email.

Disclaimer: Members First Credit Union is not responsible for alerts that are undelivered, lost, or misdirected due to reasons that include: incorrect, invalid email address(es), or messaging accounts that are over-quota, suspended, cancelled, or non-existent; delivery failures due to service interruption, including the sender’s or the receiver’s messaging carrier ("ISP") being unavailable or the eAlert service being offline; factors outside of the reasonable control of MFCU.

The eAlerts service is available 24x365 except during end-of-day processing maintenance windows.

You agree that MFCU alerts are neither your sole nor primary source of account information. MFCU eAlerts are provided as a free, optional service for your convenience. We will not be held liable for fees charged to your account, non-sufficient funds situations, returned items, or other damages allegedly due to an alert or lack thereof. You understand, also, that MFCU is not liable for any third-party fees, other legal liability or any other issues or liabilities arising from eAlerts being sent to an invalid or inactive email address that you have provided.

Authorization Consent: By agreeing to the terms and conditions of this consent, you represent that you are authorized to enter into this consent agreement for all persons who own or are authorized to access any of your accounts, and that such persons will be bound by the terms of this agreement.

E-mail Communications: You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e mail or other electronic communication that we, in good faith, believe you have submitted to us. We have no duty to investigate the validity or to verify any e mail or other electronic communication; and may respond to any e mail at either the address provided with the communication, the e mail address that we have on file, or any other application or written communication actually received by us.

Although we have no obligation to do so, we reserve the right to require authentication of e mails or electronic communications. The decision to require authentication is at the sole discretion of Members First Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

Governing Law: This agreement, including the validity of any signatures or consents, any claim or disputes arising hereunder shall be construed in accordance with and governed by the Laws of the State of Michigan.