

THIS SERVICES AGREEMENT PERMITS BAYLANDS FAMILY CREDIT UNION AND THE MEMBER TO DELIVER CERTAIN INFORMATION TO EACH OTHER ELECTRONICALLY INSTEAD OF ON PAPER OR "IN WRITING." THE INFORMATION WHICH MAY BE DELIVERED ELECTRONICALLY INCLUDES, BUT IS NOT LIMITED TO, NOTICES, DISCLOSURES AND OTHER INFORMATION REQUIRED BY FEDERAL LAW.

In this Agreement, the words "you" or "your" mean the consumer or business that has enrolled in Baylands Family Credit Union's Electronic Banking Services and "we," "us," "our" or the "Credit Union" refers to Baylands Family Credit Union. "Account" or "accounts" refer to Baylands Family Credit Union's accounts that you have designated for use with the Services.

**Online Account Access.** Our Internet address: <http://www.baylandsfcu.org>  
Our Mobile address: <http://www.baylandsmobile.org>

## 1. ACCEPTANCE

This Baylands Family Credit Union Online/Electronic Banking Services Agreement (the "Services Agreement") contains important terms and conditions which govern the following Baylands Family Credit Union Electronic Banking Services: Online Banking ("Internet Banking"), Mobile Banking, Text Banking, Bill Pay, and certain other electronic banking services offered through Baylands Family Credit Union Electronic Banking (collectively, the "Services").

You understand and agree that by using the Services, you are accepting the terms and conditions of this Services Agreement, and that your use of your login credentials will be considered the same as your written signature in authorizing us to complete any transaction or request communicated to us. All communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering. Because the Services are performed electronically, they are governed by federal and state laws and regulations pertaining to electronic funds transfers that entitle you to certain benefits and protections as outlined in Baylands Family Credit Union Electronic Fund Transactions (EFT) and Wire Transfer Notification Agreement and Disclosure.

## 2. REQUIREMENTS

- a) **Account Access** – To access your account via the Services, you must have at least one eligible deposit or loan account, a Member Identifier ("User ID"), and a password (the "Password") that you choose. You may only designate accounts that you own individually, severally or otherwise or that you have the authority to use. You agree to provide us with any additional documentation we may require to permit access to your account. If you apply for an account or service via Electronic Banking, or ask to change an account or service you already use with us, you agree that we can treat your application or request as if it had been made in writing and signed by you. You understand by enrolling for Bill Payment, that you authorize us to investigate and verify any information supplied by you. You authorize us to make any credit or investigative inquiry that the Credit Union determines is appropriate to utilize bill payment services.
- b) **Joint Accounts** – If you have designated a joint account to be accessible via the Services, each joint owner will be jointly and severally liable under this Services Agreement. We may act upon the instructions of any joint owner concerning the account without the consent of any other person and we have no responsibility or requirement to notify any joint owner upon receipt of instructions from another joint owner.
- c) **Special Withdrawal Limitations** – Banking regulations limit your ability to transfer funds between certain accounts, as described in the terms and conditions governing your deposit account (the "Deposit Agreement"). For example, you can make no more than six (6) transfers from a savings or Share Investment savings account during each monthly cycle. Transfers to another account or for making payment to a third party by means of a preauthorized or telephone agreement, order or instrument, withdrawals using a telephone, items processed through the Services, and checks are all counted against the permissible number of transfers, as are other transfer methods described in your Deposit Agreement, except where the transfers are made to make payment on a loan with us.
- d) **Limitations and Dollar Amounts for Transfers and Payments** – Transfers from one designated account to another may not exceed the available balance in your account from which the transfers are made. We reserve the right to limit the frequency and dollar amount of transactions from your designated accounts for security reasons.
- e) **Your Password** – We will be entitled to act on all instructions received under your Password. Since your Password is used to identify you as an authorized user of the Services, you agree to notify us immediately if the secrecy of your Password is compromised, and you also agree not to reveal your Password to any person not authorized to use the Services. The security of your Account depends upon maintaining the secrecy of your Password. You may change your Password at any time while you are using the Services. To assist us in maintaining the security of your Services account(s), we may revoke or cancel your Password at any time without giving you prior notice.

You agree not to use your Password for any transaction that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of the improper withdrawal or transfer upon demand and any associated fees for such service. Otherwise, you authorize us to collect any such amounts, including the amount of the service fees you may owe us, from any account you maintain with us.

- f) **Protecting Your Account** – You are solely responsible for maintaining the secrecy of your login credentials. For your protection, we recommend you memorize this information, do not write it down, and change it periodically. Properly constructed credentials afford you a greater degree of assurance and are more secure if a) they contain more characters, b) if those characters are both alpha and numeric characters, and c) if they consist of both upper and lower case.

If your login criteria is entered incorrectly on several consecutive attempts, your access to the Services will be blocked. To activate, please call Member Services at 804-843-2520 or toll-free at 888-843-2520. You should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. Someone may use this information alone, or in conjunction with other information, to access your account. If you believe that your login criteria has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify us immediately by calling the number above. We reserve the right to deny access if user verification cannot be determined.

- g) **Your Electronic Device** – You agree to be fully responsible for the installation, maintenance and operation of your electronic device and software. We are not responsible for any errors or failures from the malfunction of your electronic device, software, or for any virus or related problems associated with the use of an online system. You will be responsible for contracting with your own Internet Service or Phone Provider. You are responsible for the security of your electronic device. You must also meet our minimum browser requirements. We are not responsible for any issues related to the reliability of the internet.
- h) **New Services** – We may, from time to time, introduce new Electronic Banking services. You will be notified of these services and we may update this Services Agreement to incorporate any new services. If you are a consumer, your use of the new services will signify your

acceptance of the terms and conditions governing these new services. We require proper authorization before providing certain requested services to business entities.

- i) **Fees and Charges** – You agree that we may change the terms of this Services Agreement, including the fees at any time, and you will be notified of any such change by mail or email notification (if enrolled). You understand that by using the Services after any change becomes effective, you have agreed to the changes.
- j) **When You May Access Your Account** – Subject to conditions beyond our control, you can access your accounts via the Services, 7 days a week, 24 hours a day. There may be times, however, when some or all of the Services may not be available.

### 3. ELECTRONIC BANKING SERVICES

- a) **What You Can Do.** If you have enrolled in Electronic Banking, you may:
  - Transfer funds from checking to checking or savings account(s);
  - Transfer funds from savings to checking or savings account(s);
  - Obtain balance information for all accounts;
  - Make payments from checking or savings accounts on loans with this Credit Union; as long as you are primary or joint holder on the loan;
  - Transfer to another member's linked account (Internet Banking only);
  - Set up account alerts (Internet and Mobile Banking only).
  - Some of these transactions may not be available on all mobile devices.
  - Transfer funds between designated Baylands Family Credit Union accounts. See Special Withdrawal Limitations and Limitations and Dollar Amounts for Transfers and Payments in Sections 2.(c) and 2.(d) above.
- b) **Balance Inquiries.** You may use Mobile or Internet Banking to check the balances and recent activity of your Accounts.. The balance shown may not be your actual available balance. The balance shown may also differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, or charges, or items in process.
- c) **Funds Transfers Between Baylands Family Credit Union Accounts.** You may transfer funds between eligible Baylands Family Credit Union accounts through Mobile or Internet Banking. An "eligible account" is an Account linked to the Electronic Banking service that does not have withdrawal restrictions. Eligibility is based on account type and customer to account relationship. When you request a transfer of funds between your Baylands Family Credit Union accounts, you authorize us to withdraw the necessary funds from the Baylands Family Credit Union account you designate. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your designated account at the time of withdrawal. We will not be obligated to act on any withdrawal instruction if there are insufficient funds in the account you have designated. You will not be able to cancel funds transfer requests between Baylands Family Credit Union accounts once they are submitted.

**Special Note:** Borrowing from an existing line of credit you have with us shall be subject to the terms and conditions of your line of credit agreement.

- d) **Alerts**
  - Automatic Alerts may be sent to you following important account activities or when certain changes are made online to your Internet Banking/Mobile Banking account, such as a change in your address or your credentials. These alerts will be automatically activated for you. They provide important information related to your online security or account activities.
  - Voluntary Account Alerts must be activated.
    - Voluntary Account Alerts allow you to choose alert messages for your accounts. We may add new alerts from time to time, or cancel old alerts. Each alert has different options available, and you will be asked to select from among these options upon activation of your alerts service.
  - Both Automatic Alerts and Voluntary Account Alerts are subject to the following:
    - We may add new Automatic and Voluntary Account Alerts from time to time, or cancel old alerts. We may notify you when we cancel alerts, but are not obligated to do so.
    - Alerts will be sent to the email address you have provided as your primary email address for Internet Banking. You may also choose to have alerts sent to a mobile device that accepts text messages. If there is a change to your email address or mobile phone number, you are responsible for informing us of that change. While Baylands Family Credit Union does not charge for the delivery of the Alerts, please be advised that text or data charges or rates may be imposed by your carrier. Changes to your primary email address will apply to all corresponding Alerts.
    - You understand and agree that your alerts may be delayed or prevented by a variety of factors. We do our best to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert.
    - Because alerts are not encrypted, we will not include your credentials or full account number. However, alerts may include your name and some information about your accounts. Depending upon which alerts you select, information such as your account balance or the due date for a bill payment may be included. Anyone with access to your email will be able to view the contents of these alerts.
- e) **Member Service.** If you need assistance with Electronic Banking, or if you need to communicate with Baylands Family Credit Union, please notify us:
  - Call Baylands Family Credit Union at 804-843-2520 or toll-free 888-843-2520. You agree that we may record the conversations our employees have with you to monitor the quality of service and accuracy of information provided to you.
  - Write to us at: Baylands Family Credit Union, Member Services, P O Box 392, West Point, VA 23181.
- f) **Lost or Stolen Device.**
  - If your mobile device is lost or stolen or for questions regarding de-activation of Baylands Services, contact Member Service using any of the above methods. If you are concerned about misuse of your phone, contact your mobile service provider immediately to discontinue service.

### 4. MOBILE AND TEXT BANKING

- a) Baylands Family Credit Union Mobile Banking refers generally to any service allowing an existing Baylands Family Credit Union member to access and view "Eligible Account(s)" from a cell phone or handheld device (collectively "mobile device"). Baylands Family Credit Union's I-Mobile Banking service includes Text Banking and Wireless Application Protocol (WAP). Baylands Family Credit Union's I-Mobile Banking Service allows you to view your account balances, review recent account activity and/or transfer funds between your "Eligible Accounts" from your mobile device, and receive alerts for which you have subscribed. Message frequency depends on account settings.

- b) Text Banking requires a text-enabled mobile device. You do not need Internet access on your mobile device to use Text Banking.
- c) The Wireless Application Protocol (WAP) is the Mobile Banking website and requires Internet access on your mobile device.
- d) You acknowledge that certain message and data rates may apply from your Wireless Service Provider and/or wireless carrier which might impact your use of Mobile Banking (for example, your mobile service carrier may impose data usage or text charges for your use of or interaction with Mobile Banking, including downloading of software, receiving or sending Mobile Banking text messages, or other use of your wireless device).

You are responsible for all airtime, service, messaging, or other charges and fees imposed by your wireless/mobile carrier or any service provider (Wireless Service Provider) in connection with your use of the Baylands Family Credit Union Mobile Banking service. This may include charges for SMS messages or other alerts sent to you by Baylands Family Credit Union's Mobile Banking service.

- e) Neither Baylands Family Credit Union nor your Wireless Service Provider shall be liable in any way, and you agree to indemnify and hold harmless Baylands Family Credit Union and your Wireless Service Provider for 1) any inaccuracy, error, delay in, or omission of (a) any information, or (b) the transmission or delivery of information; 2) any loss or damage arising from or occasioned by (a) any such inaccuracy, error, delay, or omission, (b) non-performance, (c) interruption of information due either to any negligent act or omission by Baylands Family Credit Union or your Wireless Service Provider or to any "force majeure" (i.e. flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, labor, accident, action of government, communications, power failure, or equipment or software malfunction) or any other cause beyond the reasonable control of Baylands Family Credit Union or your Wireless Service Provider.
- f) You may un-enroll or change Mobile and Text Banking settings at any time via 24/7 access to Internet Banking. To get help with these services, call Member Services at 804-843-2520 or toll-free at 888-843-2520.

## 5. BILL PAY SERVICES

Some Bill Pay Services may not be available through all electronic channels.

- a) Payees. You may schedule current, future or recurring payments to a person or business in the United States through Bill Pay. By furnishing us with the names, addresses and telephone numbers of your Payees, and account information, you authorize us to follow your payment instructions to these Payees. Payments may only be made from an active funding account. You are solely responsible for maintaining the current address and account number of each Payee that you designate.
- b) Prohibited Payments. You may not use Bill Pay to make payments to payees outside the United States or U.S. Territories. You may not make a payment of alimony, child support, taxes, other governmental fees, or court directed payments through Bill Pay.
- c) Payment Account. To enroll for Bill Pay, you must have a Baylands Family Credit Union checking account. This account will be known as the Payment Account. By originating a Bill Pay request, you authorize us to withdraw the necessary funds from your Payment Account. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your Payment Account at the time of scheduled withdrawal. We will not be obligated to act on any withdrawal instruction from you if there are insufficient funds in the Payment Account. If you have overdraft protection on your Payment Account, we may use available funds in that overdraft protection account to cover Bill Pay requests. For Bill Pay Services, every day is a business day, except Saturday, Sunday and federal holidays.
- d) Scheduling Payments. You may use Bill Pay to schedule payments on the date that you enter the payment information, on a future date, or on the same date of each month, subject to restrictions set forth in this Agreement. You may enter payment information 24 hours a day, 7 days a week (subject to system availability), but payments will only be initiated by us on business days. Bill Payments are processed on the requested send or transmit date. Payments will be made by electronic funds transfers if the Payees are set up to receive such payments, or by check if they are unable to receive electronic funds transfers. The time period which is required to process payments will vary according to the payment method and other factors. Payments issued by check through the bill pay system will be considered stale dated 90 days after the initiation date. At this time, a stop payment may be issued on any outstanding check.

Sufficient time must be allowed for payments to be received by each Payee.

We will not be responsible for any loss you may incur as a result of a late payment if your payment is not scheduled within the time periods described in this Section.

- e) Future or Recurring Bill Pay. You may schedule a future or recurring payment to be initiated by us on any future business day through Bill Pay. We shall complete the payment, provided there are sufficient funds in your Payment Account. You will receive confirmation the payment is scheduled at the time you request the payment.

Recurring bill payments must be in the same amount each period (weekly, monthly, semi-annual, etc.). Changing or Canceling Payments: You may utilize Bill Pay to: (1) modify either the payment amount or date the bill payment is initiated for any future or recurring bill payment at any time prior to the payment being processed, or (2) cancel a current, future, or recurring bill payment, at any time, prior to the payment being processed. You may stop a payment of a preauthorized electronic bill payment by notifying us orally or in writing at least three (3) business days before the scheduled date of the transfer. You must provide written confirmation of a stop-payment order within fourteen (14) days of an oral notification. The written confirmation must be sent to Baylands Family Credit Union, P O Box 392 West Point, VA 23181. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, you send written confirmation with fourteen (14) days, and we do not do so, we will be liable for your losses or damages.

Once an electronic payment has been submitted to the payee, the payment may not be stopped or cancelled. There may be times when a payment issued by check may be cancelled through a stop payment request. Stop payments must be initiated through Bill Pay Services or Baylands Family Credit Union Member Services at 804-843-2520 or toll-free 888-843-2520. Stop payment fees may apply. Refer to the Credit Union Fee Schedule for applicable fee amount.

**WE RESERVE THE RIGHT TO REFUSE TO HONOR PAYMENT REQUESTS THAT REASONABLY APPEAR TO US TO BE FRAUDULENT OR ERRONEOUS.**

- f) eBill Presentment. Bills presented through eBill presentment are produced and controlled by the payee(s) listed. In most cases, a paper bill will no longer be sent. Should your payee(s) provide both a paper bill and an electronic bill, we suggest that you pay the bill that is received electronically to avoid making duplicate payments. To discontinue the paper bill, it may be necessary to contact the payee(s) directly. The length of time a bill is available varies depending on your payee(s). Cancellation of bill pay will result in discontinuation of the eBill relationship with your payee(s). It may be necessary to contact the payee(s) directly to re-initiate a paper bill. The receipt of an eBill for discontinued relationships may result in an email notification but we are not obligated to do so.
- g) Canceling Bill Pay. We reserve the right to suspend or terminate your use of Bill Pay at any time, for any reason, without prior notification. The Bill Pay service will remain open for customers that actively make regular payments through this service. Inactive accounts may be discontinued. If this occurs, your Bill Pay history and payee information will be removed from Electronic Banking.

If you wish to terminate Bill Pay, please contact us. It is your responsibility to cancel all future bill payments at the same time by deleting those payments through Bill Pay. This will ensure that future payments made by you will not be duplicated. You should contact us as described in the Member Service section below.

- h) **Member Service.** If you would like assistance with Bill Pay, or would like to communicate with Baylands Family Credit Union, please notify us:
- Send a secure electronic message within the Electronic Banking Service.
  - Call 804-843-2520 or toll-free 888-843-2520. You agree that we may record conversations with you to monitor the quality of service and accuracy of information provided to you. This will also help to ensure that your instructions are followed.
  - Write to us at: Baylands Family Credit Union, P O Box 392 West Point, VA 23181.

## 6. BAYLANDS FAMILY CREDIT UNION'S RESPONSIBILITY TO YOU

- a) We will be responsible for your actual losses if directly caused by our failure to:
- Complete a funds transfer or a bill payment to or from your account in a timely manner.
  - Cancel a funds transfer or a bill payment as if requested within the requisite timeframe and in the proper manner.
- b) We will not be responsible for your losses if:
- Through no fault of ours, you do not have enough available funds in your account to make the transfer or if your funds are subject to legal process or other legal encumbrance.
  - You have given us inaccurate or incomplete information.
  - Your payment instructions are not given to us sufficiently in advance to allow for timely payment or delays in mail service.
  - You have overdraft protection with us and the transfer would exceed the overdraft protection limit.
  - We have reason to believe a transaction has not been properly authorized.
  - The losses result from an electronic device virus or related problem.
  - Your electronic device or any part of the Services was not working properly.
  - Circumstances beyond our control, such as a fire or a flood that interfered with or prevented the transaction.
  - We made a timely payment but the payee (i.e. a merchant or other institution) did not timely credit your payment.
  - You or we have terminated this Services Agreement.
  - You are a business customer, and we have acted in accordance with reasonable commercial standards of the banking business and the security procedures described herein.
  - There may be other exceptions in our agreements with you.

## 7. MISCELLANEOUS

- a) **Other Agreements.** In addition to this Services Agreement, you agree to be bound by and will comply with the requirements of the Terms and Conditions governing your deposit and/or loan accounts, the rules and regulations of any funds transfer system to which we belong, and applicable state and federal laws and regulations.
- b) **Right to Terminate.** We may terminate any or all of your Baylands Family Credit Union Electronic Banking Services any time for any reason, without prior notification. If your Service is discontinued, your Bill Pay information will be lost. If you wish to cancel any of your Services, please contact us by any of the methods described in this Agreement.
- c) **Notices.** Except as otherwise provided in this Services Agreement, all notices required to be sent to you will be effective when we mail or transmit them, through e-mail or secure electronic messaging, to the last known address or to the last known e-mail address that we have for you in our records. For accounts with more than one owner, we may send notices to any one co-owner. A notice sent to any one co-owner is effective for all. You agree that we may send or provide electronically any notice, communication, or other disclosure required to be provided orally or in writing to you. We may require written paper confirmation of any electronic or verbal communication that you request. Information you send to us is deemed delivered when we receive and review it.
- d) **Statements.** All of your transfers made through the Services will appear on your monthly account statement. You agree to review your statement promptly after you receive it. If your statement shows transactions that you did not authorize, you must tell us at once. You also agree to tell us promptly about any change in your address. Certain accounts will receive a quarterly statement if there is no monthly activity.
- e) **Fees.** You agree to be responsible for any carrier charges or Internet Service Provider fees, which you may incur by accessing your accounts via the Services, including but not limited to: talk, texts, picture, video, instant messaging, web, email, Internet use, and any overlimit charges.
- f) **Governing Law.** This Services Agreement shall be governed by the laws of the Commonwealth of Virginia, and where applicable, by Federal law. Any action for enforcement of this Agreement shall be brought up in the Circuit Court for the County of King William, Virginia or the United States District Court for the Eastern District of Virginia, Richmond Division, and the parties consent to the jurisdiction and venue of such courts and waive all objections to jurisdiction or venue for litigation brought in either of those courts.
- g) **Assignments.** We may assign our rights and delegate our duties under this Services Agreement to a company affiliated with Baylands Family Credit Union or to any other party. You may not assign this Agreement in whole or in part.
- h) **Amending this Online/Electronic Banking Services Agreement.** You agree that we may change the charges, fees or other contract terms described in this Services Agreement. When we change any fees, charges or other material terms, we will update this Services Agreement and either send you notice at the address shown on our records, or send an electronic message (if enrolled). Notice will be sent at least 30 days in advance of the effective date of any change in fees for electronic transactions or of any stricter restrictions on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is needed to maintain or restore the security of the system. If such a security change is made and it can be disclosed to you without jeopardizing the security of the system, we will provide you with written notice, or notice via email or a secure electronic message within 30 days after the change. You may choose to accept or decline such changes by continuing or discontinuing the account or the Services to which any such changes relate.
- i) **Limitation of Liability:** UNLESS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, ECONOMIC OR LOST PROFITS, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT, YOUR ELECTRONIC DEVICE, THE SOFTWARE, THE BAYLANDS FAMILY CREDIT UNION ELECTRONIC BANKING SERVICES, INTERNET BROWSER, OR INTERNET ACCESS SOFTWARE, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.
- j) **Warranties Disclaimer.** THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS". AS WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE HARDWARE, THE SOFTWARE, THE SERVICES, OR ANY

PART THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- k) No Waiver. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under the Services Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

## 8. NOTIFICATION OF REGULATORY AUTHORITY

This Services Agreement and the Baylands Family Credit Union Electronic Banking Services provided hereunder are governed by Virginia and Federal law. You may notify the Division of Consumer Affairs, National Credit Union Administration, at the following address, of any violation of law.

Office of Consumer Protection  
National Credit Union Administration  
1775 Duke Street  
Alexandria, Virginia 22314

## 9. DISCLOSURE OF ACCOUNT INFORMATION

We will not disclose information you have provided to us or information which we have obtained concerning your accounts and the transfers you make to anyone other than our employees, agents, and affiliates, however, we may disclose information:

- If you give us permission.
- When it is necessary, in the normal course of business, to verify the existence and condition of your account for a third party, such as a credit bureau, another financial institution or merchant.
- Where it is necessary to complete transfers or transactions, or to send notice of dishonor or nonpayment.
- When it is necessary to comply with governmental agency, court orders, or to otherwise furnish information required by law.
- To advise third parties of accounts closed for misuse.
- When necessary to furnish information to law enforcement agencies if we reasonably believe we have been the victim of a crime.

For more information on our privacy protections, please review our Privacy Policy.

## 10. PROVISIONS APPLICABLE TO CONSUMERS ONLY

- a) Liability of Consumers for Unauthorized Transactions. Notify us immediately if you believe someone has improperly obtained your credentials, if you believe someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. The possibility exists that your available funds (plus your maximum overdraft line of credit, if any) could be accessed via the Services. To notify us, please call 804-843-2520 or toll-free 888-843-2520.

If you notify us that your credentials have been compromised within 2 business days after you learn of the loss or theft, you can lose no more than \$50. If you do NOT notify us within 2 business days after you learn of the loss or theft, you are responsible for all unauthorized transfers or withdrawals, but your maximum liability for any such transfers or withdrawals is \$500.

If you believe a transfer or withdrawal shown on your statement was not authorized by you, contact us immediately. If you do not notify us within 60 calendar days after the paper or electronic monthly statement was made available to you, and we could have prevented a loss if you had told us in time, you may not recover any money lost after the 60 days.

Call us at 804-843-2520 or toll-free 888-843-2520 or write to us at Baylands Family Credit Union, P O Box 392 West Point, VA 23181 regarding any unauthorized transactions.

- b) Errors and Questions. If you have questions or you think there has been an error concerning the Services, you should contact us at 804-843-2520 or toll-free 888-843-2520 or write to us at Baylands Family Credit Union, P O Box 392 West Point, VA 23181. We must hear from you within 60 calendar days after we have sent the first paper or electronic monthly statement on which the problem or error first appeared. If you notify us verbally, we may require you to send your complaint or question in writing within 10 business days of the verbal notice.

We will need to know the following for all errors:

- Your name and account number.
- A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need additional information.
- The dollar amount of the suspected error.
- For a Bill Pay issue - the checking account number used to pay the bill, payee name, date payment was scheduled, payment amount, reference number and payee account number.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90\* days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If you need more information about our error resolution procedures, call us at 804-843-2520 or toll-free 888-843-2520.

\* If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate.

## 11. PROVISIONS APPLICABLE TO BUSINESS DEPOSIT ACCOUNT CUSTOMERS

- a) Notification of Unauthorized Transactions. Notify us at once if you believe someone has improperly obtained your login credentials. This will ensure the best protection of your account and avoid the possibility of unauthorized withdrawals. In addition, notify us at once if you believe someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. To notify us, please call 804-843-2520 or toll-free 888-843-2520.

You agree that the following security procedures govern your use of the Services when accessing your business accounts:

- You will set up login credentials. These must be used to access your business accounts.
- You agree to protect these credentials to prevent unauthorized use.

- You are liable for all transactions that you or any authorized users make or authorize, even if that person exceeds your authority. You will also be liable for all transactions by an authorized user until you have notified us revocation of the authorized user's authority, and we have had a reasonable time to act on such notice to block the affected access device. You are also liable for any and all unauthorized use that occurs before you have notified us that your credentials have been lost or stolen or used without your authority and before we have had a reasonable opportunity to block the affected access device(s). Your use of the Services constitutes your agreement that our security procedures are commercially reasonable.

With respect to all claims of third parties, you agree to reimburse and indemnify us and hold us harmless against any and all damages, losses, liabilities and claims of any kind or nature, including attorneys' fees and court costs, arising out of or in connection with, the performance by us of our duties and obligations under the Services Agreement, as well as all costs and expenses, of defending against any claim or liability arising out of or relating to the Services Agreement; provided however, that the foregoing shall not apply when we have failed to act in accordance with our security procedures.

If you think that a transfer or withdrawal shown on your monthly statement is incorrect, or if you believe that an unauthorized transfer or withdrawal has occurred, contact us at once.

- b) Errors and Questions. If you have questions or you think there has been an error about funds transfers or bill payments made through the Services, you should contact us at 804-843-2520 or toll-free 888-843-2520.

We must hear from you no later than 60 days after we have sent the first paper or electronic monthly statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within 10 business days.

We are going to need to know the following:

- Your name and account number.
- A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need additional information.
- The dollar amount of the suspected error.
- For a bill payment issue - the checking account number used to pay the bill, payee name, date the payment was scheduled, payment amount, reference number and payee account number for the payment in question.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90\* days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If you need more information about our error resolution procedures, call us at 804-843-2520 or toll-free 888-843-2520.

\* If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate.