

## **BAYER HERITAGE FEDERAL CREDIT UNION**

### **ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT**

This Electronic Services Disclosure and Agreement ("Agreement") explains the terms and conditions governing online banking, mobile banking and electronic services offered within online and mobile banking by Bayer Heritage Federal Credit Union (BHFCU). By using our services, you agree to abide by the terms and conditions of this Agreement.

#### **Terms Used.**

The terms "we", "us", "our" and "Credit Union" refer to Bayer Heritage Federal Credit Union. "I", "me", "my", "you" and "your" refer to the Credit Union member, joint owner, and anyone authorized by the member to use the Account. The term "Service" refers to services offered through our Online Banking and Mobile App platforms.

#### **Definitions.**

- "ACH (Automated Clearing House) Network" – the funds transfer system, governed by the NACHA (National Automated Clearing House Association) Rules that provide funds transfer services to participating financial institutions.
- "ACH Rules" – the NACHA Operating Rules and NACHA Operating Guidelines
- "Business Day" means any day that is not a Saturday, Sunday, or Federal Holiday.
- "Business Hours" means Monday through Friday, 7:30 a.m. to 5:30 p.m. and Saturday 8:30 a.m. to 12:00 p.m. Eastern Time, excluding federal holidays.
- "Electronic Payment Network" or "EPN" – An electronic clearing house (ACH) that serves as the sole ACH for the private sector in the United States.
- "Eligible Account" – Any account at BHFCU which can be used for transactions within the electronic services provided for in this Agreement.
- "Eligible FI Account" – my BHFCU deposit account that is eligible to be used with the A2A service and is enrolled in the service.
- "FI" (Financial Institution) or "bank" or "credit union" – BHFCU, including its service providers.
- "Third Party Account" – an account that I own at another financial institution, located in the United States that is not yet enrolled in the A2A service.
- "Verified Account" – An account, that you own, at another financial institution that you may use in conjunction with the services provided for in this Agreement.
- "Verified Account" – an account that I own at another financial institution, located in the United States that is enrolled in the A2A service.

**Note:** Any references to "Online Banking" and "Mobile Banking" apply interchangeably to both services and applications, when applicable.

#### **Requirements.**

To subscribe to Online Banking, you must have at least one deposit account with us, a browser equipped with at least 128-bit encryption and appropriate software to view .pdf files.

System requirements for the Mobile App is a smartphone with a supported operating system (OS):

- V4.41 MFM mobile app for iPhone and iPad: iOS 11.0 or higher.
- V4.41 MFM mobile app for Android: Android OS version 5.0 or higher.
- Apple Watch app: Watch OS 2 or higher.

#### **Acceptance.**

Your initial use of the electronic services identified in this document constitutes your acceptance and agreement to be bound by all the terms and conditions of this Agreement, by the Account Disclosures, Privacy Notice, Rate, and Fee Schedules applicable to your Accounts, and acknowledges your receipt and understanding of this agreement.

We will act on instructions received through our Online Banking service under your secure login without inquiring as to the identity of the person using the service. Do not disclose your secure login information by telephone, in writing, or to anyone claiming to represent the Credit Union; BHFCU's employees will not ask for this information. You are liable for all transactions made or authorized using your secure login and password. If you give your secure login and password to anyone, you do so at your own risk since anyone to whom you give your BHFCU Online Banking and Mobile secure login and password or other means of access will have full access to your accounts - even if you attempt to limit that person's authority. You must notify us immediately if your secure login information has been lost, stolen, or otherwise compromised.

**Consent and Agreement.**

By using this service, I agree: (1) I have software and equipment that satisfies the above requirements; (2) to receive information about the electronic services, including the Agreement and any subsequent amendments to it, electronically; and (3) have received an electronic version of the Agreement and agree to be bound by the terms and conditions contained therein.

BHFCU reserves the right to provide information and notices about the electronic service to me by non-electronic means.

**E-Sign.**

You agree, by your initial use of these services, BHFCU may provide certain disclosures and notices to you in an electronic format, in lieu of paper forms, including electronic delivery of statements ("eStatements") for your Account(s). To receive eStatements, you must accept the Credit Union's eStatement Disclosure and Agreement. You agree to be bound by all laws, rules, regulations, and official issuances applicable to these services now existing or which may hereafter be enacted, issued, or enforced, as well as such other terms and conditions governing the use of other facilities, benefits, or services that the Credit Union may from time to time make available to you.

**Availability of Service.**

Under normal circumstances, the electronic services covered in this Agreement will be accessible 24 hours a day, seven days a week. Services may be unavailable temporarily due to system maintenance or technical difficulties, including those of the internet service provider, cellular service provider and internet software. The Credit Union will not be liable under this Agreement for failure to provide access. Your access to the Service shall be determined at the sole discretion of the Credit Union. Subject to applicable law, the Credit Union reserves the right to modify, suspend, or terminate access to the Service at any time and for any reason without notice or refund of previously incurred fees.

**Service Access.**

By accessing these services, you warrant to BHFCU:

- I own all eligible and verified accounts used in the processing of my requests.
- I have full right and authority to all the funds on deposit in both the eligible and verified accounts.
- The Credit Union may rely upon the information I provide to them to originate any Bill Pay or transfer.

- I will follow all security protocols the Credit Union has implemented for the protection of my accounts.
- I will not use services for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation.
- I will not use any service in a manner that could damage, disable, overburden, or impair said service or interfere with other's use and enjoyment of these services.
- I will not obtain or attempt to obtain any materials or information through means not intentionally made available or provided for these services.
- I will not copy, reproduce, distribute, or create derivative works, reverse engineer, or reverse compile the technology for any services or technology with pertains to this Agreement.

#### **Limitations of the Credit Union's Responsibility for Processing Transactions.**

We will not be liable, for instance if,:

- through no fault of ours, you do not have enough money in your Account to make the transfer.
- the transfer would go over the credit limit on your line of credit.
- the funds in your Account were attached or the transfer cannot be made because of legal restrictions affecting your Account.
- any system or any software was not working properly, and you knew about the breakdown when you started the transfer.
- circumstances beyond our control (such as interruption of telephone service or telecommunication facilities, or natural disaster such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- you have not provided us with complete and correct transfer or payment information, including without limitation, the name, address, Account number and payment amount for the Payee on a bill payment.
- you have not properly followed the instructions for using the Service or any software.
- your operating system or software was not properly installed or functioning properly; or
- you are unable to access your Account or the Service due to Internet facility or service provider delays or other problems.

There may be other exceptions stated in our agreement with you. The Credit Union's sole responsibility for an error in a fund transfer or bill payment will be to correct the error, but in no case shall the Credit Union be liable for any indirect, punitive, special, incidental, or consequential damages (even if you have informed us of the possibility of such damages). In states which do not allow the exclusion or limitation of liability for indirect, punitive, special, incidental, or consequential damages, the Credit Union's liability is limited to the extent permitted by Applicable Law. Our service providers are independent contractors and not our agents. To the extent permitted by Applicable Law, we will not be responsible for any error, damage or other loss caused by any service provider.

#### **No Unlawful or Prohibited Use.**

As a condition of using the electronic services, I warrant to BHFCU that I will not use the service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. I further warrant and represent that I will not use the service in any manner that could damage, disable, overburden, or impair the service or interfere with any other party's use and enjoyment of such service. I may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the service. I agree that these

warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

**Service Changes and Discontinuation.**

BHFCU may modify or discontinue electronic service, with or without notice, without liability to you at any time. We reserve the right, subject to applicable law and regulation, to terminate your right to use the electronic services at any time and for any reason, including, without limitation:

- if your account(s) are not in good standing, or
- if BHFCU, in its sole judgment, believes you have engaged in conduct or activities that violate any of the terms of this Agreement, or
- if BHFCU, in its sole judgment, believes you have engaged in conduct or activities that violate any of the terms of any Agreement your account(s) are subject to, or
- if you provide us with false or misleading information, or
- if you interfere with other users or in the administration of the electronic services.

**Agreement Amendment.**

I agree that BHFCU reserves the right to change the terms and conditions of this Agreement as required by law or Credit Union policy. Unless otherwise required by law, BHFCU may amend this Agreement without prior notice to me. If BHFCU choose to notify me of an amendment or are required to do so by law, BHFCU may ask me to agree to an amended version of this Agreement electronically, or mail or deliver a separate notice, statement message or electronic message to me at the last address you have on file for me.

**Termination.**

BHFCU has the right to terminate this Agreement at any time. You may terminate this Agreement by contacting us. BHFCU also reserves the right to deny or cancel existing access to all online banking and/or electronic services based on our review of your accounts. BHFCU also reserves the right to cancel any electronic service offering to its membership. In this instance, the Credit Union will give the appropriate notice as required by regulation.

**Governing Law.**

This Agreement shall be governed by the laws of West Virginia and federal law, as applicable or unless stated otherwise below.

**Enforceability.**

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

**Proprietary Rights.**

I acknowledge and agree that BHFCU and its agents own all rights in and to the service. I am permitted to use the service only as expressly authorized by this Agreement. I may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the technology for the service or any of your other services or technology.

**NCUA Insurance.**

Funds in your account(s) with us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States.

**Financial Information.**

You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your application for any electronic services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

**Errors or Questions.**

If an error occurs during an electronic services session or you have a question about this service, please contact Online Banking Support at 1-800-272-6003 extension #1492, email Online Banking Support at [mail@bayerhfcu.com](mailto:mail@bayerhfcu.com) or write to BHFCU, Attention: Online Banking Support, 788 N Route 2 New Martinsville, WV 26155. [www.bayerhfcu.com](http://www.bayerhfcu.com). **Full Error Resolution Notice available on the last page of this document.**

**BHFCU SMS Texting Policy**

<https://www.bayerhfcu.com/sms-texting-terms-and-conditions>

**BHFCU Privacy Policy**

<https://www.bayerhfcu.com/privacy>

**ELECTRONIC SERVICES PRODUCTS AND SERVICES****ONLINE AND MOBILE BANKING****Limits.**

The Credit Union has set deposit and transfer limits for the electronic services offered in the online banking and mobile platforms. Limits are subject to change without notice. Limits as of the date of this disclosure can be located within each product and service section in this disclosure below.

You may transfer up to your available balance daily unless it exceeds the established threshold. BHFCU reserves the right to establish individual transfer limits on all electronic or manual transactions initiated through the Credit Union's electronic service platforms.

**Account Access.**

The following services will be allowed through Online Banking and Mobile Banking:

- Obtain account and loan balances and information.
- Transfer funds from your line of credit to your other accounts.
- Transfer funds between your savings and/or checking accounts at the Credit Union.
- Make payments from your checking account to third parties using the bill payment service.
- Transfer funds between your account at BHFCU and an account you own at another financial institution.
- Transfer funds between your Credit Union account and other BHFCU's member's accounts.

The following services will be allowed through Mobile Banking only:

- Make a check deposit utilizing mobile deposit.
- Manage your digital wallet.

**Limitations.**

There are no limits on the number of transfers to or from your Credit Union accounts.

## **ACCOUNT TO ACCOUNT (A2A) TRANSFERS**

IMPORTANT: TO ENROLL IN THE A2A TRANSFER SERVICE YOU MUST CONSENT TO RECEIVE NOTICES AND INFORMATION ABOUT THE SERVICE ELECTRONICALLY. YOU MUST HAVE THE ABILITY TO RECEIVE AND RETAIN ELECTRONIC COMMUNICATIONS BEFORE YOU ACCEPT THE TERMS OF THE USER AGREEMENT FOR A2A TRANSFER SERVICE ("AGREEMENT"). THE AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH YOU MAY FROM TIME TO TIME REQUEST A TRANSFER OF FUNDS IN YOUR BAYER HERITAGE FEDERAL CREDIT UNION ("BHFCU") ACCOUNT(S) TO AN ACCOUNT YOU OWN AT ANOTHER FINANCIAL INSTITUTION OR A TRANSFER FROM THAT ACCOUNT TO YOUR BHFCU ACCOUNT. THESE TERMS AND CONDITIONS AFFECT YOUR RIGHTS AND YOU SHOULD READ THEM CAREFULLY. BY USING THIS SERVICE, YOU CONSENT TO RECEIVE INFORMATION ELECTRONICALLY AND AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. BHFCU RESERVES THE RIGHT TO PROVIDE INFORMATION AND NOTICES ABOUT THE A2A TRANSFER SERVICE TO YOU BY NON-ELECTRONIC MEANS.

### **Scope of Agreement.**

This Agreement covers all funds transfers using the A2A Transfer service initiated by me from time to time through the BHFCU online banking service.

### **Description of Service.**

The A2A service enables me to request a transfer of funds: (1) from my Eligible BHFCU Account to a Verified Account (one I hold at another financial institution); or (2) from a Verified Account to my Eligible BHFCU Account. Bayer Heritage Federal Union uses the ACH Network to execute my A2A requests, but other methods of transfer may also be used. All requests must be made through BHFCU and are subject to the terms of my Member Agreement, this Agreement, any other agreements and applicable laws and regulations.

### **Electronic Consent and Acceptance of Terms and Conditions.**

In order to enroll to use the A2A service, I consent to receive and accept the terms and conditions of the User Agreement for the Account to Account Service, and any amendments to it, electronically. In the event any change to this Agreement requires prior notice to me, BHFCU will notify me by email, at the public email address I have provided for notices pertaining to this service, of the new or different terms and conditions or will provide me with a link within such email where I may view the new or different terms and conditions on a web site. I understand and agree that you reserve the right to provide any such notices to me in printed form. A record of each funds transfer request will be made available to me electronically at the time each A2A transfer is requested and in summary form as part of the periodic statement for my Eligible BHFCU Account to or from which the A2A transfer is requested. I may withdraw my consent to having this information provided to me electronically by contacting BHFCU through a secure message or by telephone at (800)272-6003 ext. 1477 during normal business hours; however, by doing so I understand that I will terminate my right to use the A2A service. Withdrawing my consent in this manner will not prevent me from re-enrolling for the A2A service.

### **Required Equipment.**

In order to use the A2A service and to view and retain a copy of the terms and conditions contained in this Agreement, I understand that I must have a computer equipped with at least: a browser with 128-bit encryption; and either a printer or a disk drive or other electronic storage device. I understand that I can also obtain a printed copy of this Agreement by calling 800-272-6003 ext. 1477.

### **Authorization to Transfer Funds Using A2A Service.**

I hereby represent and warrant to BHFCU, its directors, officers, employees and agents, that I own each Eligible BHFCU Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, I authorize BHFCU to execute and charge my Eligible BHFCU Account(s) for any A2A transfer request to a Verified Account and from a Verified Account to my Eligible BHFCU Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete certain types of transfers (i.e., standard transfers) when my A2A transfer requests are made in accordance with the procedures established by BHFCU. I understand and acknowledge that BHFCU has no obligation to execute any request for a transfer using A2A that is not initiated in accordance with such procedures. I further acknowledge that the acceptance and processing of an A2A transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until I have informed you either through a secure message or by telephone at (800)272-6003 ext 1477 during normal business hours that I have revoked my authorization and you have a reasonable opportunity to act on it.

**Information Relied Upon by BHFCU.**

I acknowledge and agree that BHFCU is relying upon the information I provide in originating an A2A transfer on my behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding my Verified Account are my responsibility. Although I represent and warrant to you that I am the owner of each Verified Account and describe it to you by name and account number (or any other number), I understand and agree that if A2A transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. I understand that financial institutions holding my Verified Accounts may not investigate discrepancies between names and numbers. In addition, I agree that BHFCU has no responsibility to investigate discrepancies between names and account numbers.

**Limited Power of Attorney.**

In connection with any request to transfer funds using the A2A service, I hereby give to BHFCU a limited power of attorney and appoint BHFCU as my true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to originate deposits into or withdrawals from my Verified Accounts, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting such funds transfers, verifying the content and authenticity of any A2A transfer instruction, complying with all applicable security procedures applicable to such transfers, as fully to all intents and purposes as I might or could in person. Once BHFCU has actual knowledge that I wish to cease using the A2A service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney shall be deemed revoked; provided, however, that any act done by BHFCU in good faith before you have actual knowledge of termination by me and a reasonable opportunity to act on such knowledge shall be deemed to be authorized by me. I understand and agree that at all times, my relationship with the Financial Institution that maintains each Verified Account is independent of BHFCU and my use of the A2A service. I shall not hold BHFCU responsible for any acts or omissions by the financial institution maintaining a Verified Account with respect to it, including without limitation any modification, interruption or discontinuance of it. I ACKNOWLEDGE AND AGREE THAT WHEN BHFCU ORIGINATES A REQUEST FOR A TRANSFER USING THE A2A SERVICE, BHFCU IS ACTING AS MY AGENT. I AGREE TO INDEMNIFY AND HOLD HARMLESS BHFCU AS MY AGENT UNDER THIS LIMITED POWER OF ATTORNEY AS MORE FULLY DESCRIBED BELOW.

**Security Procedures.**

I agree that BHFCU will initiate a funds transfer request for me only after I access my Eligible BHFCU Account(s) through its online banking service using the Account Number and personal identification number ("PIN"). BHFCU shall not be liable for any delay in processing my A2A transfer request if I fail to comply with this security procedure (or any other that may be established by BHFCU from time to time). I acknowledge and agree that BHFCU has an established commercially-reasonable security procedure for the A2A service. I understand that the security procedure is designed to authenticate my identity before accepting a request for an A2A transfer and not to detect errors in the content of my instruction.

#### **Verification of Accounts at Other Financial Institution.**

After agreeing to this Agreement and providing any additional information requested, I may enroll accounts that I hold at other financial institutions in the A2A service. I hereby authorize you to require verification of each Third Party Account. I agree to verify each Third Party Account by confirming two micro deposits (credits) to my Third Party Account. When the account is ready to be verified, the status next to the Institution Name will change to verify. I will then verify the amount of each credit made into the Third Party Account. Upon proper verification, the account is ready to setup A2A transfers.

#### **A2A Transfers.**

Funds are generally withdrawn from my account within 2 Business Days. Funds are generally credited to my account within 2 Business Days. The Business Day on which a request for a transfer is made begins at 10:00 p.m. Eastern Time ("ET") the previous Business Day and ends at 9:59 p.m. ET of the same Business Day. For example, 10:00 pm ET Friday through 9:59 pm ET Monday is one Business Day, assuming Friday and Monday are not Federal Holidays. If Monday was a Federal Holiday, 10:00 pm ET Friday through 9:59 pm ET Tuesday is one Business Day. The Transfer Date is the date the withdrawal will post to the "from" financial institution. The deposit will follow two more business days after the withdrawal has been processed. The withdrawal and deposit will not post on the same business day. The Transfer Date you select must be at least two business days from today's date.

#### **Eligibility.**

New memberships not eligible for first 30 days. BHFCU reserves the right to suspend or restrict services at any time by notice mailed to you at the last address shown on our records, by electronic means or as otherwise permitted by law.

#### **Limits on A2A Transfers.**

BHFCU reserves the right to change Minimum, Maximum, Daily and Monthly Limits at any time. For one year from the date of enrollment, user limits are lower than our standard limits. I understand that I may request higher or lower daily and monthly limits. BHFCU will attempt to accommodate my request but reserves the right to dishonor the request. The following limits on transfer amounts are calculated against all outstanding transfers, which are transfers that have been requested but not yet paid.

	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
First Year	\$1,000.00	\$1,500.00	\$3,000.00
Standard	\$3,000.00	N/A	\$9,000.00

#### **Service Fees and Charges.**

I understand and agree that I am responsible for paying all fees associated with my use of the A2A Service. I authorize BHFCU to charge my BHFCU Account (or any other of my accounts at BHFCU) for any service fees and charges applicable to transfers requested through the A2A service in accordance with BHFCU's



fee schedule in effect at the time I make an A2A transfer request. BHFCU reserves the right to change the fees charged for the use of the A2A service. A copy of the fee schedule can be found on the BHFCU website.

**Execution of a Request for an A2A Transfer.**

Any request for an A2A transaction will be executed on the appropriate Business Day. If my request for an A2A transfer is received by BHFCU on a day that is not a Business Day or on a Business Day after the established cut-off hour, you will not process my request until the next Business Day.

**Actions Taken Upon an Unsuccessful A2A Transfer.**

If a requested funds transfer could not be completed, I understand that BHFCU, upon learning that the A2A transfer has failed, may make reasonable effort to complete the transfer again (at the sole discretion of the credit union). If the second attempt is successful, the additional processing could delay the completion of the funds transfer by two or more Business Days. If the funds transfer fails a second time or if BHFCU chooses not to make an effort to complete the transfer a second time, you will notify me by one of the methods noted below:

- A letter sent by US mail to the last known address on my BHFCU account.
- Secure message through the BHFCU Online Banking program.
- Through an email sent to the email address I have indicated on Internet Banking.

I understand you will choose the method of notification and the purpose of your notification is so that I may contact the financial institution where my Verified Account is held in order to understand the reason for such failure.

**Rejection of an A2A Transfer Request.**

I understand you reserve the right to reject my funds transfer request. You may reject my request if the dollar value of one or more of my transfer requests exceed my daily or monthly transfer limit (as more fully described above), if I have insufficient available funds in my eligible BHFCU Account for the amount of the A2A transfer, plus any applicable fee, if my request is incomplete or unclear, if my BHFCU loans are more than 10 days past due, if you identify a security risk related to a requested transfer or if you are unable to fulfill my request for any other reason. I understand and agree that if you reject a request for an A2A transfer for one or more of the reasons set forth above, I will be informed of the rejection by one of the methods noted above under **Actions Taken Upon an Unsuccessful A2A Transfer** within a reasonable amount of time.

**Cancellations, Amendments or Recalls of an A2A Transfer Request.**

I may cancel or amend a funds transfer request only if you receive my request prior to your execution of the funds transfer request and at a time that provides you with a reasonable opportunity to act upon that request. If my funds transfer request has been executed by BHFCU, I understand and agree that the request to recall or amend the funds transfer will be effective only with the voluntary consent of the financial institution holding the Verified Account or a beneficiary bank. If I decide to recall or amend my funds transfer and my request has already been executed by you, you will first have to check with the beneficiary bank to determine whether or not the beneficiary bank will return my funds using the same method of communication as the funds transfer (NACHA). If the beneficiary bank confirms that the funds are returnable and agrees to do so, then once the funds are returned to you by the beneficiary bank, you will return the funds to me. The amount that is returned to me may be less than I originally transferred because of service charges of the beneficiary bank and/or BHFCU. BHFCU shall not be liable to me for any

loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of my funds transfer request.

**Transfers Subject to the Rules of the Third Party Accounts.**

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Third Party Accounts. I agree not to request any A2A transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

**Delays, Non-Execution of Funds Transfer Request.**

I agree that BHFCU shall not be responsible for any delay, failure to execute, or wrongful execution of my funds transfer request due to circumstances beyond BHFCU's reasonable control; including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of my funds transfer request to the bank or execution of such request by the bank, whether caused by internet service failures, power failures, equipment malfunctions, strikes, or acts or omissions of any intermediary bank or beneficiary bank. BHFCU MAKES NO WARRANTIES, EXPRESS OR IMPLIED - INCLUDING THE FAILURE OF ANY INTERMEDIARY BANK OR BENEFICIARY BANK TO CREDIT MY BENEFICIARY WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME WITH RESPECT TO ANY MATTER.

**Unauthorized A2A Transfers.**

I understand that if I think that someone else has learned my access credentials for online banking or an unauthorized A2A transfer or other type of online transaction has been made from one of my accounts, I must notify you immediately by telephone at (800)-272-6003 ext. 1477 during normal business hours. Normal business hours are Monday through Friday, 7:30 a.m. to 5:30 p.m. and Saturday 8:30 a.m. to 12:00 p.m. Eastern Time, excluding federal holidays. Or, if I am unable to telephone you,

- in writing to: BHFCU, 788 N Route 2 New Martinsville, WV 26155
- with a secure message through the Online Banking program.

I understand that BHFCU cannot act until normal business hours regardless of the method I have used to communicate unauthorized activity. By providing such prompt notice, I may limit my personal liability for unauthorized transfers.

**Significance of E-Mail Notices about A2A Service.**

I agree that all email notices sent to me regarding status of my A2A transfer requests are simply service messages and will not constitute a transaction receipt or an official bank record with respect to an A2A transfer. I acknowledge and agree that these notices will be sent to the email address I provide during my enrollment in the A2A service, even if I have informed you separately in the past (or choose to do so in the future) to not send me marketing messages at that same email address.

**Means of Transfer.**

I understand that BHFCU uses a variety of banking channels and facilities to make funds transfers but will ordinarily use the ACH Network. You may choose any reasonable means that you consider suitable to complete a transfer that I request using the A2A service. I authorize you to choose the means you deem suitable to cause each of my A2A transfer requests to be completed successfully. These other choices include banking channels, electronic means, funds transfer systems, regular or express mail, courier, telecommunications services, intermediary banks and other organizations. I agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, the

ACH Network, NACHA, EPN, Federal Reserve System and Clearing House Interbank Payment System (CHIPS).

**Currency of Funds Transfer.**

The A2A service is available for funds transfers to Verified Accounts in the United States only and is made in U.S. dollars only.

**Indemnity.**

In consideration of the Agreement by BHFCU to act upon my request to make an A2A transfer in the manner provided in this Agreement, I agree to indemnify and hold BHFCU, its directors, officers, employees and agents harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses - including reasonable attorney's fees - in connection with or arising out of your acting upon A2A transfer instructions pursuant to this Agreement. This indemnity shall not be effective to relieve and indemnify BHFCU against its gross negligence, bad faith, or willful misconduct.

**Claims; Limitation of Liability; No Warranty.**

I agree that within thirty (30) days after my A2A transfer request has been executed, I will tell you of any errors, delays, or other problems related to my request. If my funds transfer request is delayed or erroneously executed as a result of BHFCU's error, BHFCU's sole obligation to me is to pay or refund such amounts as may be required by applicable law. Any claim for interest payable by BHFCU shall be at BHFCU's published savings account rate in effect within the state of the financial center of the account from which the funds transfer was made. In any event, if I fail to notify you of any claim concerning my funds transfer request within one (1) year from the date that I receive notification that my request has been executed, any claim by me shall be barred under applicable law. I AGREE THAT BHFCU SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) MY GRANTING YOU AUTHORITY TO VERIFY A THIRD PARTY ACCOUNT; (2) YOUR CREDIT OF A VERIFIED ACCOUNT OR YOUR INABILITY TO CREDIT SUCH ACCOUNT(S) IN ACCORDANCE WITH MY A2A TRANSFER INSTRUCTIONS; (3) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH VERIFYING A THIRD PARTY ACCOUNT OR EXECUTING A TRANSFER WITH A VERIFIED ACCOUNT; (4) ANY CHARGES IMPOSED BY THE FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT; AND (5) ANY TRANSFER LIMITATIONS SET BY A FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT. IN NO EVENT SHALL BHFCU BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH MY A2A TRANSFER REQUEST. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, BHFCU, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. BHFCU MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE A2A SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE A2A SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY BHFCU FROM ANY FINANCIAL INSTITUTION HOLDING ANY VERIFIED ACCOUNT OR THAT THE A2A SERVICE WILL MEET ANY REQUIREMENTS OF ANY USER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

## **BILL PAY**

This agreement governs the use of your Internet Bill Payer Service. By enrolling in Bill Payer, you, the credit union member, hereby authorize Bayer Heritage Federal Credit Union ("BHFCU") to make payments on your behalf by debiting your designated account and transferring the funds to the designated merchant accounts as indicated by you via Internet Bill Payer. The agreements, rules, and regulations applicable to your checking accounts, savings accounts and other accounts, serviced by your credit union, remain in effect and continue to be applicable, except as specifically stated in this agreement.

### **Limits.**

Limits vary based on payee type, up to \$10,000.00.

### **Fees.**

By accepting this agreement, you will be billed for the Internet Bill Payer service based on the following fee plan.

No fee for a member using their BHFCU debit card on associated Bill Payer account for 10 or more transactions during the calendar month.

Flat fee of \$5.95 per month will be charged if you do not perform 10 Debit Card transactions within the calendar month.

Applicable fee will be deducted from your credit union account and appear on your statement each month at the end of the month.

### **Disclosure of Procedures.**

When scheduling payments, please allow 2-3 business days for electronic payment and 5-7 business days if paying by check. (Choose a payment date at least 2 days prior to the due date on your bill when paying electronically.)

Open payee enrollment gives members unlimited capacity to add payees. In order to establish a level of quality control, your payees will be notified. Successful notification can take up to 4 days.

Fees described above apply to the use of Internet Bill payer. Additional fees may be incurred for late payments or insufficient funds on your account.

There is no limit to the number of payees and payments that you can set up using this service. Funds in the amount of your payment are deducted from your checking account at the time your payment is initiated. You must have available funds in your account when a scheduled bill pay is processed; the transaction may not take place if the funds are not available. If any scheduled payments occur and there are not enough funds available, you may be charged an insufficient funds fee as disclosed in our Fee Schedule.

BHFCU encourages you to visit the Account Services tab after enrolling for Bill Payer for a detailed description of procedures.

### **Liability.**

You will be responsible for any bill pay request you make that contains an error or is a duplicate of another payment.

Bayer Heritage Federal Credit Union is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.

Bayer Heritage Federal Credit Union is not liable for any failure to make a bill payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a bill payment.

## **LOAN PAYMENT PROCESSING PORTAL – External Accounts**

This is your loan payment processing agreement (“Agreement”) with Bayer Heritage Federal Credit Union (“Provider”). You may use this loan payment service (the “Service”), to make payments to your account with Provider (“Service Account”). “You” or “your” means each person who signs or otherwise indicates assent to this Agreement or is otherwise authorized to use the Service by you or uses the Service with your credentials. “We”, “us” or “our” means “Provider” set forth above.

YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT CONTAINS A LIMITATION OF LIABILITY AND A BINDING ARBITRATION PROVISION THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, MAY AFFECT YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO THE SERVICE.

By registering for this Service, you authorize Provider to process the transactions submitted through your Service Account (“Payment Instructions”), and for Provider, or its designee, to post pending and completed transactions to your Service Account (“Loan payments”). You may request a payment be delivered on a one-time basis or you may request recurring payments. This option may be changed at any time by accessing the Service and changing your Payment Instructions in the Service at least five (5) business days before the payment is scheduled and/or due. By logging into the Service and completing Payment Instructions, you authorize Provider to charge/debit your debit card or bank account for any and all payments that have been agreed to under this Agreement, and direct the payment to Provider, or its designee, as payment for amounts owed to Provider.

### **Definitions**

“Business day” means Monday through Friday, excluding Federal holidays.

“Future Dated Payment” means a one-time payment scheduled for any date after the date the payment was initiated. (i.e. A payment dated for January 15<sup>th</sup> that was initiated on January 2<sup>nd</sup>.)

- *Future Dated Payments will only be accepted up to 27 days in advance.*

“Payment Account” means a checking account, or debit card account held at a United States financial institution from which the payments and fees (if applicable) will be debited. Additionally, credit can be moved back to a payment account if appropriate.

“Recurring Payment” means a series of payments of a fixed or variable amount, where date, frequency and duration are selected by you.

“Payment date” means a current or future calendar day you elect your payment account to be debited and for the service account to receive the payment. If the calendar day you elect falls on a non- business day or after the daily cutoff time for the payment service, the actual payment date and the actual date your payment account will be debited will be the following business day.

“Same Day Payment” means a one-time payment scheduled for the same date the payment was initiated. (i.e. A payment dated for January 15<sup>th</sup> that was initiated on January 15<sup>th</sup>.)

“Service Account” means loan account where payment is being made.

“Scheduled payment” means a payment that has been initiated by you to be processed on a future date.

### **Transfer Types and Limitations**

#### **(1) Payment Types Accepted**

You may use the Service to make one-time or recurring payments to your Service Account using a valid: (i) select debit card account number; or (ii) checking account number. Some of these payment types may not be available through all payment channels.

#### **(2) Limitations on Dollar Amounts of Transfer**

You may use the Service to make payments up to \$5,000. Limit is subject to change without notice.

#### **(3) Limitations on Payments per Loan Type**

For revolving account types, You may use the Service to make up to one (1) payment per week, not to exceed five (5) payments in a rolling month, per loan.

For all other account types, You may use the Service to make up to two (2) payment per day, not to exceed five (5) payments in a rolling month, per loan.

Limits is subject to change without notice.

### **Payment Channels**

The following payment channels may be available to you to make payments to your Service Account. Account/authentication information is required to submit payments through any payment channel.

#### **(1) Enrolled Web**

Service can be accessed through BHFCU’s Online Banking (OLB). An active OLB profile is required to utilize enrolled web payment channel. See Electronic Services Disclosures and Agreements for additional information.

One-time and recurring payments supported via Enrolled Web.

#### **(2) Pay By Text**

Service can be accessed through text communication; Enrolled Web access (*see 1 Enrolled Web above*) is required to utilize Pay by Text. Active enrollment per loan is required to utilize Pay by Text service.

One-time payment supported via Pay By Text.

#### **(3) Guest Web**

Service can be accessed through a link on BHFCU’s public website. No registration is required. One-time payment supported via Guest Web.

#### **(4) Standard IVR**

Service can be accessed via automated phone system. No registration is required. One-time payment supported via Standard IVR.

*(5) Call Center Agent*

Service can be accessed via phone interaction with a live Call Center Agent. No registration is required. Call Center Agent channel has limited hours and availability.

One-time payment supported via Call Center Agent.

Payment channels may become unavailable from time to time due to system outages or updates, as well as other circumstances outside of the credit union's control.

**Fees & Charges**

You understand and agree that you are responsible for paying all fees associated with the use of this Service. You authorize us to charge your Payment Account for any service fees and charges applicable to the payment(s) requested through the service. We reserve the right to change the fees and charges for the use of this service. At the time of this agreement, fees associated with this Service include:

- Via Enrolled Web
  - One-Time Payment - \$3.00 per payment
  - Recurring Payment – No Fee
- Via Pay By Text – \$3.00 per payment
- Via Guest Web – \$5.00 per payment
- Via Standard IVR – \$3.00 per payment
- Via Call Center Agent – \$10.00 per payment

The Payment Account Financial Institution you use may have fees, charges, limits, etc. associated with the use of the products and services they offer; please contact that institution for details and limitations prior to use of BHFCU's Loan Payment Processing service. Phone Service Provider Data and Message Rates May Apply; please contact your service provider for additional information.

**The Loan Payment Process**

We will process payments on the business day you designate, provided the payment request is received prior to the cut-off time set by us. Payment requests received after the business day cut off time or at any time on a non-business day will be processed on the next business day.

For recurring payment requests, if you designate a processing date of the 28<sup>th</sup> through the 31<sup>st</sup> of a month, processing will be initiated on the scheduled date, if it occurs in that month. If the scheduled date does not occur in that month, processing will be initiated on the last business day of the month. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.

When scheduling Loan Payments, you must select a scheduled payment date (taking into account the processing information described in the previous paragraph) that is no later than your actual due date. Scheduled payment dates and recommended delivery times should be prior to any late date or grace

period. We will not be responsible for any finance charges or penalties incurred for late payments that were due to invalid information entered by you.

When scheduling Loan Payments, you must select a scheduled payment amount option. The payment amount option you select may vary depending on the loan type and is important to ensure timely payments are made.

Payment Amount Options include:

- **Current Balance** is the Service Account principal balance, as of current date, reflecting activity since most recent statement date.
  - *Depending on the loan type the balance shown may not include pending charges, accrued interest or fees/service charges.*
- **Current Statement Balance** is the Service Account balance at the time of most recent statement date.
  - *This balance will not reflect any activity since the close of the most recent statement, including payments, advances, pending charges, accrued interest or fees/service charges, etc.*
- **Minimum Payment Due** is the lowest payment amount required to advance the loan due date forward based on the loan documentation.
  - *Minimum Payment Due may vary from month to month for lines of credit, credit cards, adjustable/variable rate accounts, etc. Refer to periodic account statements and notification from credit union regarding changes to your loans.*
- **Amount Past Due** is the lowest payment amount required to bring loan to a “paid current” status and advance the loan due date to the next scheduled payment date.
  - *Depending on the loan type and efforts to collect past due amount, the past due amount shown may not include all pending charges, accrued interest or fees/service charges.*
- **Enter Payment Amount** allows you to select any amount between \$0.01 and \$2,500.00.
  - *Selecting this option allows for the most flexibility in payment amount; however, if the payment amount of the loan increases above the amount you selected for recurring payments, only a partial payment would be made (the amount you selected), which could result in the loan becoming past due.*

When you have scheduled a payment, you authorize us to debit your Payment Account and remit funds on your behalf. You certify that your Payment Account is an account from which you are authorized to make payments and any payment you make will be debited from this account. You also authorize the credit of returned payments from using the Service.

We will incur no liability if we are unable to complete any payments initiated because of any of the following:



1. You did not provide us with complete and correct payment or transfer information;
2. You did not properly follow the instructions for use of the Service;
3. The Service is not working properly and you know or have been advised about the malfunction before you execute the transaction;
4. If your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed your credit limit or overdraft limit;
5. Your Payment Account is closed or has been frozen;
6. You, or anyone you allow, commits fraud or violates any law or regulation in connection with the Service;
7. Circumstances beyond our control (such as fire, flood, postal delay or improper transmission or handling by a third party) prevent, hinder or delay the transaction, despite reasonable precautions that we have taken; and/or
8. A legal order prohibits withdrawals from your Payment Account.

You agree to have funds available in the Payment Account you designate in amounts sufficient to pay for all Loan Payments requested as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Loan Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Payment Account and we have not exercised our right to reverse or reject a Loan payment, you agree to pay for such payment obligations on demand.

Any Loan Payment that is not a recurring Loan Payment can be changed or canceled, provided you access the Service prior to the cut-off time on the business day prior to the business day the Loan Payment is going to be initiated.

### **Overpayment**

You agree that you shall not intentionally schedule a payment greater than the total balance owed on your account. You acknowledge that we may refuse to process any overpayment, or we may adjust the payment amount down to the balance owed at time of payment processing to avoid overpayments.

### **Returned Transactions**

In using the payment service, you understand that payments may be returned for various reasons, such as, but not limited to, the payment account number is not valid; we are unable to locate your payment account; or your service account is paid in full. You may be assessed fees by us or your financial institution as the result of any returns or insufficient funds related to the use of this service.

### **Cancelled Transactions**

Same day payments cannot be cancelled or edited. You may be permitted to cancel or edit a future-dated or recurring payment until such time as the processing of the payment instruction starts. There is no charge for canceling or editing a payment prior to the processing of the payment instruction.

### **Stored Pay Accounts**

The stored pay accounts feature allows you to save your source account for use in making future payments. If you elect to use a stored pay account, the following applies:

- You authorize the addition of source accounts to your profile when you add each account.
- It is your responsibility, and you agree to ensure that the information maintained in your profile including source account information is accurate.
  - If your source account number changes or your debit card expiration date changes, you agree to make updates to your source account.
  - You also authorize us to acquire such new or additional information regarding your accounts from our financial services partners and authorize the update of your source account information accordingly.
  - All changes made by you or acquired by us will be effective for future payments paid using the source account.

**Consent to Electronic Communications.**

You agree and consent to electronically receive all communications, agreements, documents, notices and disclosures (collectively, “Communications”) that we provide in connection with your Service Account and your use of the Service. Communications include:

1. This Agreement and any amendments, modifications or supplements to it.
2. Your records of any payment transactions through the Service, including monthly statements and confirmations of individual transactions and related fees (e.g. receipts).
3. Any disclosures or notices provided in connection with the Service, including those required by federal or state law (such as initial disclosures, periodic statements, periodic and annual error resolution notices, initial and annual privacy notices, opt-out notices, and change-in-terms notices).
4. Any member service communications, including communications with respect to claims of error or unauthorized use of the Service.
5. Any other communication related to the Service.

Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be “in writing.” You should print a paper copy of this Agreement and any electronic Communications that are important to you and retain the copy for your records.

You have the right to request paper copies of any Communication. Paper copies can be requested by calling 800-272-6003 ext. 1492 during our operating hours of 8:30 am – 4:30 pm EST, Monday through Friday, excluding holidays. You must request the paper copy within 180 days of the date of the Communication. If you request one or more paper copies, you understand and agree that we may charge you \$10 for each paper copy requested.

It is your responsibility to keep the e-mail address and mobile phone number that are registered with the Service up to date, so that we can communicate with you electronically. You agree to promptly update your account records with us if your e-mail address, mobile phone number, or other information changes.

In order to access and retain electronic Communications, you will need: a computer with an Internet connection; a current Web browser that includes at least 128-bit encryption and with cookies or other local storage enabled; a valid e-mail address; and sufficient storage space to save past Communications or an installed printer to print them. You confirm that you have access to the necessary equipment and software to receive and save/print Communications.

Communications may be posted on the Service and/or delivered to the e-mail address or mobile phone number associated with your Service Account. Each electronic Communication will be deemed to have been received by you no later than five (5) business days after we send it to you by e-mail, SMS, or post the Communication on the Service, whether or not you have received the e-mail or SMS, or retrieved the Communication. An electronic Communication by e-mail or SMS is considered to be sent at the time that it is directed by our e-mail server or SMS gateway to the e-mail address or mobile phone number you provided. An electronic Communication by posting to the Service is considered to be sent at the time it is available to you. You agree that these are reasonable procedures for sending and receiving electronic Communications.

You may withdraw your consent to receive Communications electronically by calling 800-272-6003 ext. 1492 during our operating hours of 8:30 am – 4:30 pm EST, Monday through Friday, excluding holidays, or writing to us at “Attn: Electronic Services,” 788 N State Route 2, New Martinsville, WV 26155. If you fail to provide or if you withdraw your consent to receive Communications electronically, we may either restrict or deactivate your access to the Service or charge you \$10 for each paper Communication sent.

#### **Consent to Receive E-mail and SMS Messages**

By associating an e-mail address or mobile phone number with your Service Account, you represent that you are the owner of that e-mail address and/or mobile phone number. You consent to receive e-mails and or SMS messages from us and our designees. You agree that we and our designees may use automatic telephone dialing systems in connection with SMS messages sent to any mobile phone number that is associated with your Service Account. You further acknowledge and agree: (i) you are responsible for any fees or other charges that your wireless carrier may charge for any related data, SMS or other message services; (ii) you will immediately notify us if you change or cancel any e-mail address or mobile phone number associated with your Service Account; (iii) neither we nor your wireless carrier is liable for any delay or failure to deliver any message sent to or from us; and (iv) to stop receiving SMS messages from us, change your settings within the Service, reply STOP to the most recent SMS message from us, or call 800-272-6003 ext. 1492 during our operating hours of 8:30 am – 4:30 pm EST, Monday through Friday, excluding holidays.

#### **Periodic Statements**

We will not send a periodic statement listing transactions that you make using the Service. The transactions will appear only on the statement issued by your bank or other financial institution. **SAVE THE RECEIPTS YOU ARE GIVEN WHEN YOU USE THE SERVICE AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE FROM YOUR BANK OR OTHER FINANCIAL INSTITUTION.** You agree to promptly review your monthly statement from your financial institution and to notify us immediately if there are any suspected unauthorized payments or errors related to the Service.

**Securing Credentials**

You agree not to give or make available your access or access credentials to the payment product or service to any unauthorized individuals. You are responsible for all payments you authorize using the payment service or that are made using your access credentials. If you permit authorized users or other persons to use the payment service, you are responsible for any transactions they authorize.

**Contact Information for Unauthorized Transactions, Errors or Questions About Your Electronic Transfer**

You should notify Electronic Service at 800-272-6003 ext. 1492 as soon as you can if you suspect an unauthorized transaction or error or if you need more information about a transfer on the statement or receipt. When you contact us, please: (i) tell us your name and Service Account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; and (iii) tell us the dollar amount of any suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account 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 you notify us verbally, we may require that you send us your complaint or question in writing or electronically within 10 business days. If you fail to provide your complaint or question in writing within 10 business days of a request from us to do so, we reserve the right to not credit your account.

**Liability**

You are solely responsible for controlling the safekeeping of, and access to, the credentials used to access your Service Account. You are liable for all transactions made using your Service credentials. You will be responsible for any Service payment request you make that contains an error or is a duplicate of another Service payment. We are not responsible for a Service payment that is not made if you did not properly follow the instructions for making a Service payment. We are not liable for any failure to make a Service payment if you fail to promptly notify us after you learn that you have not received credit for a Service payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control. We make no representation or warranty that any information, material or functions included in the Service are appropriate for use by you in your jurisdiction. If you choose to use the Service, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations.

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR OUR SUPPLIERS, VENDORS, AND SERVICE PROVIDERS, OR OUR OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (COLLECTIVELY, "RELEASED PARTIES") BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR PAYMENT INSTRUCTIONS, OR (IV) ANY OTHER MATTER RELATING TO THE SERVICE DESCRIBED OR PROVIDED, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY MAY NOT APPLY, ANY LIABILITY OF THE RELEASED PARTIES IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RELEASED PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE, INCLUDING ITS FITNESS FOR A PARTICULAR PURPOSE, ITS QUALITY, ITS MERCHANTABILITY, OR ITS NON-INFRINGEMENT. THE RELEASED PARTIES DO NOT WARRANT THAT THE SERVICE IS COMPLETELY SECURE OR IS FREE FROM BUGS, INTERRUPTIONS, ERRORS, OR OTHER PROGRAM LIMITATIONS.

### **Confidentiality of Information**

Information submitted to us or our suppliers is our property or the property of our suppliers, and we and our suppliers are free to use and disclose that information (other than the Service Account, Payment Account or transactions), or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed to by us or our suppliers or prohibited by law. We will disclose information to third parties about your Service Account, Payment Account or the transactions you made (i) where it is necessary for completing transactions; (ii) in order to comply with government agency or court orders; or (iii) if you give us your written permission. We shall be free to disclose the tax treatment or tax structure of any transaction under this Agreement.

### **Change in Terms; Termination**

We have the right to change this Agreement at any time. For any change that results in: (i) increased fees, (ii) increased liability to you; (iii) fewer types of available electronic fund transfers, or (iv) stricter limitations on the frequency or dollar amount of transfers, we will provide 21 days prior written notice to your e-mail account at the last address shown for the account in our records, by posting notice on our Service website, or as otherwise permitted by law. We may, however, change this Agreement without prior notice if necessary to maintain or restore the security of the Service or your Service Account. We have the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to 788 N State Route 2, New Martinsville, WV 26155. We are not responsible for any payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by us on your behalf.

### **Virus Protection**

We are not responsible for any electronic virus that you may encounter using the Service. We encourage you to routinely scan your computer and diskettes using reliable virus protection products to detect and remove viruses. If undetected and not repaired, a virus can corrupt and destroy your programs, files and hardware.

### **Indemnification**

You shall indemnify, defend and hold harmless the Released Parties, against any claims, losses, costs expenses, attorney's fees, interest, damages, and other liabilities, whether direct, indirect, special,

punitive, incidental or consequential, arising out of or relating to: (i) your negligence or more culpable conduct; (ii) your failure to comply with applicable law; (iii) your failure to comply with this Agreement; or (iv) your use of the Service.

### **Applicable Laws**

This Agreement shall be governed by the laws of the State of West Virginia, U.S.A., including its conflicts of law rules. The United Nations Convention for the International Sale of Goods does not apply.

### **Arbitration**

To the extent permitted by law, you agree to the following:

- (i) Any and all Disputes (as defined below) involving you and the Released Parties will be resolved through individual arbitration. In arbitration, there is no judge or jury and there is less discovery and appellate review than in court. This section (the "Arbitration Provision") will be broadly interpreted.
- (ii) The term "Dispute" means any claim or controversy related to the Service or this Agreement, including but not limited to any and all: (a) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (b) claims that arose before this Agreement or any prior agreement; (c) claims that arise after the expiration or termination of this Agreement; and (d) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class.
- (iii) The party initiating the arbitration proceeding may open a case with the American Arbitration Association ("AAA") by visiting its website ([www.adr.org](http://www.adr.org)) or calling its toll-free number (1-800-778-7879). You may deliver any required or desired notice to us by mail to 788 N State Route 2, New Martinsville, WV 26155.
- (iv) Notwithstanding anything in this Arbitration Provision to the contrary, either you or us may bring an individual action in a small claims court in the area where you access the Service, if the claim is not aggregated with the claim of any other person and if the amount in controversy is properly within the jurisdiction of the small claims court.
- (v) This Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered by AAA pursuant to its Consumer Arbitration Rules (the "AAA Rules") as modified by the version of this Arbitration Provision that is in effect when you notify us about your Dispute. You can obtain the AAA Rules from the AAA by visiting its website ([www.adr.org](http://www.adr.org)) or calling its toll-free number (1-800-778-7879). If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern. If there is a conflict between this Arbitration Provision and the AAA rules, this Arbitration Provision shall govern. If the AAA will not administer a proceeding under this Arbitration Provision as written, the parties shall agree on a substitute arbitration organization. If the parties cannot agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this Arbitration Provision as written applying the AAA Consumer Arbitration Rules. A single arbitrator will resolve the Dispute. Unless you and us agree otherwise, any arbitration hearing will take place in a city and state of our choosing. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect member account information and other confidential or proprietary information. The arbitrator shall issue a reasoned written decision that explains the arbitrator's essential findings and conclusions. The arbitrator's award may be entered in any court having jurisdiction over the

parties only if necessary for purposes of enforcing the arbitrator's award. An arbitrator's award that has been fully satisfied shall not be entered in any court.

(vi) THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SERVICE USERS, OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

(vii) If your claim seeks more than \$75,000 in the aggregate, the payment of the AAA's fees and costs will be governed by the AAA rules. If your claims seek less than \$75,000 in the aggregate, the payment of the AAA's fees and costs will be our responsibility. However, if the arbitrator finds that your Dispute was frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), the payment of the AAA's fees and costs shall be governed by the AAA Rules and you shall reimburse us for all fees and costs that were your obligation to pay under the AAA Rules. You may hire an attorney to represent you in arbitration. You are responsible for your attorneys' fees and additional costs and may only recover your attorneys' fees and costs in the arbitration to the extent that you could in court if the arbitration is decided in your favor. Notwithstanding anything in this Arbitration Provision to the contrary, we will pay all fees and costs that it is required by law to pay.

(viii) If any part of clause (vi) of this Arbitration Provision is found to be illegal or unenforceable, the entire Arbitration provision will be unenforceable and the Dispute will be decided by a court. WHETHER IN COURT OR IN ARBITRATION, YOU AND US AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY TO THE FULLEST EXTENT ALLOWED BY LAW. If any other clause in this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision and the remainder of this Arbitration Provision will be given full force and effect.

(ix) This Arbitration Provision will survive the termination or expiration of this Agreement.

### **General Provisions**

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and us. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and us, this Agreement will control. We shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of our rights under this Agreement. No waiver by us of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement. This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law. We may assign our rights and/or delegate all or a portion of our duties under this Agreement to a third party. If any provision of this Agreement is for any reason determined to be invalid, such provision will be deemed modified so as to be enforceable to the maximum extent

permitted by law consistent with the intent of the parties as herein expressed, and such invalidity shall not affect the remaining provisions of this Agreement, which shall continue in full force and effect.

### **MOBILE DEPOSIT – Mobile Banking only.**

This service allows you to make deposits to your savings or checking accounts from home or other remote locations by scanning checks on your mobile device and electronically transmitting a digital image of your paper check to Bayer Heritage Federal Credit Union (BHFCU) for processing. The service is for personal, not commercial, use. After you login to Mobile Banking, you may access Mobile Deposit if qualified for the service. By accepting the terms of this agreement, BHFCU members (referred to hereafter as “you” or “member”) agree to be bound by the following Mobile Deposit terms and conditions of BHFCU (referred to hereafter as “us”, “we” or “our”).

The service is subject to the following terms and conditions and to the instructions, rules and terms provided.

#### **Compliance with Law.**

You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules, and regulations. You warrant you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules, and regulations.

#### **Funds Availability.**

Any funds deposited into your account using Mobile Deposit will not be available until the next business day. The first \$275 of your deposits, however, will be available the first business day after the day of the deposit. Any funds over the \$275 will be available second business day. In some instances, funds you deposit by check may be delayed for five additional days under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

If you are a new member, your funds may be delayed for 20 days. A new member is anyone having an account for less than 30 days.

There may be additional holds placed on any check you deposit remotely, in accordance with the Credit Union’s Funds Availability disclosure, as amended from time to time, which is incorporated herein by reference. The full Funds Availability disclosure can be found within the current Membership and Account Agreement.

#### **Limits.**

Deposits are limited to \$2,500 per business day and \$5,000 per rolling month. The rolling month limit is calculated using a 30 day look back period from the most recent deposit or deposit attempt. If you attempt to initiate a deposit in excess of these limits, we will reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

#### **Eligibility.**



The following are requirements that must be met for initial approval to use the Mobile Deposit Service:

- You are at least 18 years old
- You are enrolled in Online Banking with a valid email address

We reserve the right to deny access to the Mobile Deposit service at any time due to any adverse circumstances with your membership account, including, but not limited to, intentional fraud or loan default.

**Eligible Items.**

All images processed for deposit through RDC will be treated as “deposits” under your current Membership and Account Agreement with us and will be subject to all terms of the Membership and Account Agreement. When we receive an image, you will receive a confirmation message on your mobile screen. We shall not be deemed to have received the image for deposit unless you receive the confirmation message which indicates the deposit was successful. Confirmation does not mean that image contains no errors. We are not responsible for any image we do not receive.

Following receipt, we may process the image by preparing a “substitute check” or clearing the item as an image. We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

You may not deposit the following items:

- Third party checks, which are items payable to another party and then endorsed to you by such party.
- Checks payable to you and another party who is not joint on your account.
- Incomplete items – Checks that do not contain signatures of the maker, endorsement signatures, or that are missing any of the required information.
- Any item drawn on your account or any account you are affiliated with at the Credit Union.
- Items that contain evidence of alteration of any of the information on the check.
- Checks that you know or suspect or should know or suspect are fraudulent or otherwise not authorized by the owner of the account which the check is drawn.
- Checks previously converted to a “substitute check” as defined by Regulation CC.
- Checks drawn on foreign financial institutions or in foreign funds.
- Stale dated or post-dated checks.
- Non-negotiable checks.
- Traveler's checks and money orders.
- Any item that is not properly endorsed.
- Any item that requires authorization.
- A check with any endorsement on the back other than that specified in this Agreement (i.e. qualified (without recourse), conditional (upon graduation), etc.)
- Checks that have been returned for insufficient funds or for any other reason such as “Refer to Maker.”
- Checks that exceed \$2,500.00.

You must deposit all checks not acceptable via RDC in person at a Credit Union branch or via U.S. Mail. Any image you transmit must meet acceptable quality standards. You are responsible for maintaining your mobile device. We are not responsible for providing or servicing any mobile device.

We are not liable for any service or late charged levied against you due to our rejection of any item. You are responsible for any loss, overdraft, or any applicable fees charged to your account due to an item being returned.

#### **Your Warranties.**

You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to applicable laws, regulations and/or clearinghouse rules. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

#### **Check Deposit Requirements.**

Any image of a check that you transmit to us must accurately and legibly provide all the required information on the front and back of the check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

You must endorse the back of the original check with your signature and the words “**For BHFCU Mobile Deposit Only**”. A check made payable to you **AND** your joint owner must be endorsed by both payees. If the check is payable to you **OR** your joint owner, either person can endorse the item.

#### **Original Checks.**

After you receive confirmation that we have received an image, you must securely store the original check for thirty (30) calendar days after transmission to us and make the original accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check.

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**Returned Deposits.**

Any credit to your account for checks deposited using Remote Deposit Capture is provisional. If original checks deposited through the mobile app are dishonored, rejected, or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or substitute check. You will reimburse us for all loss, cost, damage, or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

**Mobile Deposit Unavailability.**

Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. If Mobile Deposit is unavailable, you may deposit original checks at BHFCU branches or through our ATMs.

**Mobile Deposit Security.**

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

**Your Responsibility.**

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

You are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds associated with accessing the service. You will verify and reconcile any out-of-balance condition and promptly notify BHFCU of any errors within the time periods established.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Access Softek and Ensenta Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

**Credit Union's Obligations.**

- Financial Data. We agree to transmit all the financial data under our control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. You assume full responsibility for the consequences of any misuse or

unauthorized use of or access to the service or disclosure of any confidential information or instructions of you by your employees, agents, or other third parties.

- Exception Items. When BHFCU reviews and processes Member's electronic file, we may reject any electronic image that we, in our sole discretion, determine to be ineligible for the Mobile Deposit service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception items.

**Accountholder's Indemnification Obligation.**

You understand and agree that you are required to indemnify BHFCU and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

Unless prohibited by law, by making Mobile Deposits you make the following warranties to us and agree to indemnify us and hold us harmless as fully described in the paragraph above:

- That you were entitled to deposit each of the Qualifying Items included in your Mobile Deposits;
- That only paper originals of bona fide Qualified Items have been submitted for Mobile Deposit;
- That each of the Qualifying Items included in your Mobile Deposits was duly authorized in the amount stated on the Qualifying Item and to the payee stated on the Qualifying Item;
- That there was and will be no duplication among Qualifying Items included in your Mobile Deposits;
- That you will not deposit or redeposit the paper originals of the Qualifying Items included in your Mobile Deposits;
- That we will not suffer any loss as a result of your Mobile Deposits;
- That we will not suffer any loss as a result of your retention or destruction of the paper originals of Qualifying Items included in your Mobile Deposits;
- That all information you provide to us regarding your Mobile Deposits will be accurate;
- That your Mobile Deposits and all information you provide to us will be virus-free;
- That your Mobile Deposits will not violate any laws; and
- That you have performed and will perform all your obligations under this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Access Softek (Access Softek) and Ensenta Software, LLC ( Ensenta), and hold harmless, its affiliates, officers, employees and agents, as well as its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to FI (Financial Institution) or End User's use of the Services, Ensenta or Access Softek Applications, unless such claim directly results from an action or omission made by Access Softek or Ensenta in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

**Disclaimer of Warranties.**

YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS

AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

**Credit Union's Liabilities - Direct Damages.**

BHFCU'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY MEMBER AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF THE CREDIT UNION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY MEMBER FOR THE SERVICE RESULTING IN SUCH LIABILITY IN THE SIX MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED. IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. OUR LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO MEMBER IN CONNECTION WITH ANY MATTER.

**Credit Union's Liabilities - Credit Union's Performance.**

Member acknowledges and agrees that BHFCU shall not be liable for any damages or losses of any kind resulting from any unintentional error or omission by BHFCU in performing the Services, in accordance with or unintentional deviation from the terms and conditions of this agreement, including exhibits or addenda. Member shall defend, indemnify, and hold us harmless from and against all liability, damage, and loss arising out of any claims, suits, or demands brought by third parties with respect to the Services.

**Credit Union's Liabilities - Limitation.**

BHFCU shall have no liability to Member, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Services provided for in this Agreement. We will not be liable if Member fails to report timely any error or discrepancy reflected in a Statement prepared by us, or if Member fails to report a breach of a security procedure. If BHFCU fails to perform under this Agreement in accordance with the standards set herein, our liability for damages, losses, and other compensation owing to Member shall be limited to the total fees paid by Member to BHFCU for the Credit Union failure to perform resulting in such liability in the two (2) month period preceding the date the claim accrued. We shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond its control. In no event will BHFCU be

liable for any indirect, consequential, punitive, or special damages. We will also be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body.

### **MOBILE PAY – Mobile Banking Only.**

These Terms apply when you choose to add a Bayer Heritage Federal Credit Union (BHFCU) Debit Card or Credit Card (Card) to a Digital Wallet (Wallet). The term “their” refers to the Wallet provider.

When you add your BHFCU Card to a Digital Wallet, you agree to these terms and conditions. If you do not agree to these Terms, you must not create, activate, or use a BHFCU Card in a Digital Wallet.

#### **Adding Cards.**

To add a BHFCU card to a Wallet, follow the instructions of the Wallet provider. Only the BHFCU Cards that are eligible may be added to a Wallet. If your BHFCU Card or Account is not in good standing, you may not be able to add the Card to the Wallet. Adding a BHFCU Card to a Wallet allows you to perform transactions wherever the Wallet is accepted. BHFCU does not charge fees for adding a BHFCU Card to a Wallet.

Call the credit union for verification at 1-800-272-6003, extension 1498, Monday thru Friday between 7:30 am – 5:00 pm. If additional verification is required to add a card to a Wallet, we may need to ask for additional verification using telephone, text message or email. If you choose text messages as your verification method, you consent to receive text messages at the mobile phone number you have on file with us for this card. Text messages may be transmitted using auto-dialer technology. Your usual wireless carrier fees may apply. One message per user. Message and Data Rates May Apply.

#### **Release of Liability.**

Alerts sent via SMS may not be delivered to you if your phone is not in the range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within coverage, factors beyond the control of the carrier may interfere with message delivery for which the carrier is not responsible.

#### **Cardholder Agreement.**

These Terms and Conditions do not change the Cardholder Agreement which governs your BHFCU Card. Applicable interest, fees, and charges that may apply per the BHFCU Cardholder Agreement may apply when you use the Wallet to perform transactions. The Wallet may not be accepted by all merchants where your BHFCU Card is accepted. The Wallet provider and other third parties, such as your wireless company or data service provider, may charge you fees.

#### **BHFCU’s Responsibility.**

BHFCU is not the provider of the Wallet, and we are not responsible for providing Wallet services to you. BHFCU is only responsible for supplying secure information to the Wallet provider in order to allow usage of the BHFCU Card in the Wallet. We are not responsible for any failure of the Wallet or for any inability to use the Wallet. We are not responsible for the performance of the Wallet provider or of any third parties you enter into an agreement with through the Wallet provider or associated third party relationships that may impact your use of the Wallet.

#### **Email Communication.**

You agree to receive email communication related to your BHFCU Card and the Wallet. You agree that BHFCU may contact you by email at any email address on file for your account(s) with BHFCU. Email communication may include communications from vendors working on BHFCU's behalf to service your Card(s) and Account(s). You agree to maintain a current email address on file with BHFCU, and to update it any time it changes.

**Notices.**

You agree that BHFCU can provide notices related to these Terms and your BHFCU Card in the Wallet by posting them to our website, using an electronic notice provided to an email address you have on file with us, or by mailing the notice to the address we have on file for you. You agree to maintain current contact information with BHFCU and to update your contact information any time it changes. You may contact us at 800-272-6003, 788 N State Route 2 New Martinsville, WV 26155, or [www.bayerhfcu.com](http://www.bayerhfcu.com)

**Removing Cards.**

Contact your Wallet provider for directions on how to remove your BHFCU Card from the Wallet. BHFCU can assist you with blocking a BHFCU Card in the Wallet at any time.

**Change in Terms.**

BHFCU may change these Terms at any time, without prior notice to you. You may terminate these Terms at any time by removing your BHFCU Card from the Wallet.

**Privacy.**

BHFCU takes your privacy, and the security of your information very seriously. You may access our Privacy Notice at [www.bayerhfcu.com/privacy](http://www.bayerhfcu.com/privacy). You agree that we may share your information with the Wallet provider, payment networks, and others in order to provide the services requested. We do not control the privacy and security of your information that is held by the Wallet provider, that is governed by their privacy policy.

**Governing Law.**

These Terms are governed by federal law and, to the extent that state law applies, the laws of Washington State.

**Contact Us.**

For assistance with questions, concerns, or transactions related to your BHFCU Card please contact us in person at any branch location or by phone at 800-272-6003, extension 1498. For assistance with the Wallet, please contact the Wallet provider.

**ERROR RESOLUTION NOTICE**

Bayer Heritage Federal Credit Union's ("BHFCU" or "Credit Union") sole responsibility for an error in a funds transfer or bill payment will be to correct the error, but in no case shall the Credit Union be liable for any indirect, punitive, special, incidental, or consequential damages (even if you have informed us of the possibility of such damages). In states which do not allow the exclusion or limitation of liability for indirect, punitive, special, incidental, or consequential damages, the Credit Union's liability is limited to the extent permitted by Applicable Law.

If you find any errors on your account while using the Credit Union's Online Banking platform, or if you have any questions regarding any transactions you see while using these systems, please contact us as soon as possible.

Acceptable methods of contacting us are:

- Secure Message through the Online Banking Platform.
- Calling us at 1-800-272-6003 ext. 1477 during the hours of:
  - 7:30 am – 5:30 pm EST Monday – Friday and 8:30 am – 12:00 pm EST on Saturday
- Visiting your local branch.
  - Please check our website ([www.bayerhfcu.com](http://www.bayerhfcu.com)) for the hours of your local branch.
- Sending a letter to:  
BHFCU  
Attn: Member Services  
788 N State Route 2  
New Martinsville, WV 26155

Please contact BHFCU via the methods outlined above if you think your statement is wrong or if you need more information about your accounts. If you find an error on your statement, we must hear from you no later than 60 days after we sent the FIRST statement on which the error appeared.

Please provide the following information when contacting the Credit Union:

- Your name and Account number.
- Describe the error or the transaction you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will research your request and determine whether an error occurred within ten (10) business days from our receipt of your request. If we determine that an error has been made, we will correct any error promptly. We will notify you of any corrections made to your account. If we need additional time, however, we may take up to 45 days to investigate your complaint or question. If we decide to investigate further, we will give you provisional credit within ten (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 ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. Your account will be debited for the provisional credit we extended to you while we investigated your claim. You may request copies of the documents that we used in our investigation.