

IMPORTANT INFORMATION ABOUT THIS AGREEMENT:

YOU ARE PREPARING TO RECEIVE REQUIRED CONSUMER DISCLOSURES IN AN ELECTRONIC FORM. THEREFORE, THIS AGREEMENT SERVES THE FOLLOWING TWO PURPOSES:

- **OBTAIN YOUR AFFIRMATIVE CONSENT TO RECEIVE THE REQUIRED CONSUMER DISCLOSURES IN ELECTRONIC FORM AND PROVIDE YOU WITH A CLEAR AND CONSPICUOUS STATEMENT ABOUT YOUR RIGHTS IN REGARD TO RECEIVING ELECTRONIC CONSUMER DISCLOSURES AS OUTLINED IN THE ELECTRONIC RECORDS AND SIGNATURES IN COMMERCE (E-SIGN) ACT, AND;**
- **PRESENT YOU WITH THE REQUIRED CONSUMER DISCLOSURES FOR THE EBILL PRESENTMENT SERVICE.**

CONSENT TO RECEIVE ELECTRONIC DISCLOSURE

BY CHECKING THE “I AGREE TO THE TERMS AND CONDITIONS” CHECK BOX BELOW YOU ARE AFFIRMATIVELY CONSENTING TO RECEIVE THE REQUIRED DISCLOSURE IN ELECTRONIC FORM.

Terms and Conditions

This Agreement (the “Agreement”) represents the terms and conditions governing the eBill Presentment Service and is between Bay Federal Credit Union and you as a consumer of the eBill Presentment Service. Any references to “we”, “us” or “our” includes any agent, independent contractor, designee, or assignee that Bay Federal Credit Union involves in the provision of the eBill Presentment Service, and any references to “you”, “your” or “yours” includes you and any person authorized by you to access the eBill Presentment Service. Please review this entire document to ensure that you understand the full scope of rights and responsibilities associated with the eBill Presentment Service. These terms and conditions apply to this payee and all future payees you register.

Description of Features

The eBill Presentment Service is a feature of your Bill Pay Service that allows you to receive an electronic version of your paper bill that you can view and pay online using BayFed Online Bill Payment Service.

- **Accessing eBills from a Third Party**
You are authorizing the eBill Presentment Service to obtain eBill information from the Web site of the payee(s) you designate. For us to provide the service you must provide us with the necessary information needed for this purpose, such as (but not limited to) any user name and/or required password. By doing so, you authorize us to retrieve eBill information on your behalf and you appoint us as agent for this limited purpose.
- **Delivery of eBills**
We take no responsibility if a payee does not provide an updated eBill in a timely manner. If you do not receive an eBill during a given billing period you may be directed to contact your payee directly. Additionally, Bay Federal Credit Union is not responsible for direct or incidental fees, penalties, or damages resulting from late payments caused by the late delivery of an eBill.
- **Incorrect eBills**
We take no responsibility if a payee provides incorrect eBill information. If you receive an incorrect eBill during a given billing period you may be directed to contact your payee directly. Additionally, Bay Federal Credit Union is not responsible for direct or incidental fees, penalties, or damages resulting from late payments resulting caused by inaccurate information contained within an eBill
- **Stop eBills**
This service can be cancelled at any time. We will notify you if Bay Federal Credit Union or a Payee discontinues/stops offering the eBill Presentment Service.
- **Hours of Access**
You can use the eBill Presentment Service seven days a week, twenty-four hours a day, although some or all services may not be available occasionally due to emergency or scheduled system maintenance, updates or repairs or for other reasons beyond our control.

Electronic Communication

Bay Federal Credit Union eBill Presentment Service is an electronic Internet based service. Therefore, you understand that this Agreement will be entered into electronically.

- You have the right to have this disclosure provided or made available on paper or in non-electronic form;
- You have the right to withdraw the consent to have the disclosure provided or made available in an electronic form, but this will result in the termination of your eBill Presentment Service;

EBILLS DISCLOSURE



Making a real difference

- The consent to receive electronic consumer disclosures applies to all future required consumer disclosures and any amendments, modifications or supplements in connection with the eBill Presentment Service;
- You can update your email address by clicking on the Account Services function or calling us at 831.479.6000 or 888.4BAYFED;
- After checking the "I Agree to the Terms and Conditions" check box, you may request a paper copy of this consumer disclosure for a fee of \$25.00 by calling the Customer Service number noted in this document.
- You understand that to access and retain this disclosure and to use the eBill Presentment Service, you must have the following: a PC with a supported Internet browser that has "cookies" enabled and supports 128 bit encryption, an Internet connection for the PC, and either a printer or sufficient electronic space to store this disclosure.
- You understand we will deliver to you electronically any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the eBill Presentment-Service.