

Bay Federal Credit Union BayFedCards Service

Terms and Conditions

1. TERMS AND CONDITIONS

1.1 It is important that you read these Terms and Conditions carefully. Together with our Privacy Policy, which is incorporated herein, (a copy of which is available from our website at <https://www.bayfed.com/products-services/disclosures>) and the Debit and Credit Card Information page, the terms and conditions of which are incorporated herein, located at <https://www.bayfed.com/products-services/credit-and-debit-cards>, they govern our relationship with you in relation to your use of the Bay Federal Credit Union BayFedCards Service, hereinafter referred to as BayFedCards Service. If you have any questions about the contents of the documents or do not wish to accept them, please contact us at 831.479.6000 or 888.4BAYFED before continuing.

1.2 You may have other rights granted by law, and these Terms and Conditions do not affect such rights.

2. OUR DETAILS

2.1 We are Bay Federal Credit Union, a full-service not-for-profit federally insured and federally chartered financial institution. Our registered office is at 3333 Clares Street, Capitola, CA 95010

2.2 You can contact us by email at memberemails@bayfed.com or by telephone at 831.479.6000 or 888.4BAYFED during normal business hours.

3. WHO CAN USE THE BAY FEDERAL CREDIT UNION BayFedCards SERVICE

3.1 To be eligible to register for the BayFedCards Service you must be over 18 years old and a resident in the United States. In addition, you must have the following:

3.1.1 A Visa debit or credit card issued by us;

3.1.2 A U.S. mobile telephone account (prepay or monthly contract) with a participating operator (please see our website, <https://www.bayfed.com/products-services/credit-and-debit-cards> for information on how to obtain a list of current participating operators which may be amended from time to time). If your operator ceases to be a participating operator, you will no longer be able to utilize the BayFedCards Service;

3.1.3 A compatible mobile phone or browser. The following minimum requirements must be met by your device: A smart phone with the ability to support a downloadable application (e.g. iPhone and Android); A mobile device with internet browsing (mobile web) capability; Have at least 64Kb of free memory; Be configured with the standard internet data connectivity settings for your network operator

(GPRS, EDGE, or EV-DO), in addition to your normal voice plan, which enables services such as internet browsing and email receipt and delivery from your mobile phone; Have free space available in your mobile phone, e-mail, or service inbox to receive SMS (Text) and e-mail messages;

3.1.4 To receive SMS (Text) Alerts only from the BayFedCards Service, there are fewer minimum device requirements than are described in this Section 3. All you need is to have free space in your mobile phone, e-mail, or service inbox to receive SMS (Text) and e-mail messages;

3.1.5 A postal address within the U.S.

3.2 You can only register a participating Visa debit or credit card that you are lawfully entitled to use.

3.3 The BayFedCards Service can be used abroad in countries with compatible mobile networks, though charges may be higher. Fees associated with the transaction are your responsibility unless otherwise disclosed by Bay Federal Credit Union. Please refer to the Bay Federal Credit Union Consumer and Business FEE SCHEDULE located at <https://www.bayfed.com/products-services/disclosures> which is incorporated herein.

3.4 You are responsible for ensuring that your use of the software application does not cause you to breach any other agreement to which you are a party (e.g. with your mobile network operator).

4. REGISTRATION

4.1 Once you have entered your registration details, you will be asked to confirm that the information is correct. If the information is not correct, you can revisit your registration and make corrections before confirming and submitting your registration to us. It is your responsibility to ensure that your registration is correct before submitting it to us. If you have any problems with your registration, please contact our support line at 831.479.6000 or 888.4BAYFED.

4.2 When you submit your registration, you are requesting to subscribe to the BayFedCards Service. We may reject your registration if you are not one of our members or you otherwise fail to satisfy any of the criteria listed above. Notwithstanding the foregoing, we reserve the right to reject your registration within our discretion for any reason that is not precluded under applicable law and regulation. If we accept your registration, we will then send you a text message, which will allow you to download a mobile software application to your mobile phone. Use of the software application is subject to the terms and conditions of the software license in these Terms and Conditions. By downloading the software application, you accept the terms of the software license. You should review the software license prior to accepting the terms.

4.3 When we receive your Visa debit or credit card account information, we will automatically verify that the information entered is correct, and that the card account belongs to you. Once these details are verified, your card will be activated for the BayFedCards Service.

4.4 When you first use the service on your mobile phone, you will also be asked to choose a security passcode that you will need to enter each time you wish to use the BayFedCards Service. You must keep this passcode safe and not write it down or disclose it to anyone. We shall not be liable for any losses or liabilities that result from your failure to do so.

4.5 Please refer to ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT which is incorporated herein for information on your liability for unauthorized activity to your account. You may access the ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT at <https://www.bayfed.com/products-services/disclosures>.

5. THE BAY FEDERAL CREDIT UNION BayFedCards SERVICE

5.1 The BayFedCards Service provided by Bay Federal Credit Union is a service that gives you access to account information. Please note that we may add new services from time to time. Your use of any such services will signify your agreement to pay any additional charges that may be applicable to such use notwithstanding our right to approve your use of any such service within our discretion.

5.2 The complete range of services offered as part of our BayFedCards Service include the following features:

5.2.1 Balance inquiries;

5.2.2 SMS (text), Push (application), and Email alerts

5.2.3 Any other services that we determine to make available to active Bay Federal Credit Union VISA debit and credit cardholders.

5.3 The BayFedCards Service is normally available 24 hours a day, 7 days a week, and 365 days a year apart from planned downtime, circumstances beyond our reasonable control, outages on any mobile phone network, or where you are not in an area of mobile coverage. However, we do not guarantee that services will be available to you at any particular time.

5.4 You acknowledge that we may withdraw all or part of the BayFedCards Service without any advance notice.

6. AUTHORITY

6.1 You authorize Bay Federal Credit Union and anyone acting on our behalf to accept and act on your instructions and, if we deem it to be necessary or advisable, to pay into and from your account(s) the amounts involved when a transaction has been authenticated by the use of the security procedure which is set out below. You acknowledge and agree that this authorization may be utilized by us on an account that could otherwise only be transacted upon by you or by two or more other persons if circumstances so warrant.

6.2 You agree that if you have a joint account we will act on the instructions of either you or the other account holder(s) regarding the services, but you are each responsible for all transactions carried out

pursuant to such instructions, including those that result in an increase of loan balance and require repayment.

7. SECURITY PROCEDURE

7.1 You must keep your security details secret and take all reasonable precautions to prevent unauthorized or fraudulent use of them. We shall not be liable for any losses or liabilities that result from your failure to do so.

7.2 You must not disclose your security details to any other person or record your security details in any way that may result in them becoming known to another person. We shall not be liable for any losses or liabilities that result from your failure to do so.

7.3 Please note that after initial registration we will never contact you (or ask anyone to do so on our behalf) with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine), you must not disclose any security details to them. Additionally, you should report any such requests to us immediately.

7.4 If you suspect that anyone knows your security details, you must contact us immediately. If you fail to do so, you will be liable for any unauthorized transactions on your account confirmed by use of your security details.

7.5 You will be responsible for all instructions received from us between the time you pass the security procedure until the time you exit from the BayFedCards Service. Please note that this includes any input errors or instructions sent by someone other than yourself, so please do not leave your mobile phone unattended while you are still logged onto the BayFedCards Service.

7.6 You acknowledge that you are responsible for all transactions carried out using the BayFedCards Service on your mobile phone, which may include but not be limited to the payment of fees or other charges.

8. CHARGES

8.1 We may charge you for the BayFedCards Service, to the extent they are disclosed in the Consumer and Business Fee Schedule by Bay Federal Credit Union. There may be other taxes and fees related to the BayFedCards Service that are charged by your mobile phone operator and you should contact your mobile operator for details of their charges (if any) for the BayFedCards Service. All charges include any applicable sales taxes.

8.2 You agree to pay for the BayFedCards Service in accordance with the charges outlined in the Bay Federal Credit Union's Consumer and Business Fee Schedule, as may be amended from time to time. You authorize us to debit automatically the card account you have selected for use with the BayFedCards Service for all charges in connection with your use of the BayFedCards Service. In the

future, we may add to or enhance the features of the BayFedCards Service. By using such added features or enhancements, you agree to pay for them in accordance with the charges outlined in Bay Federal Credit Union's Consumer and Business Fee Schedule, as may be amended from time to time.

9. ADDING EXTRA CARDS

9.1 Subject to our approval, you may add another card and additional features to the service from within the software application at any time by following the simple steps in the application software. We will automatically verify each new card request before activating the card for the BayFedCards Service.

10. LIABILITY

10.1 These Terms and Conditions do not exclude our liability (if any) to you for:

10.1.1 Personal injury or death resulting from our negligence;

10.1.2 Any matter which it would be illegal for us to exclude or to attempt to exclude from our liability.

10.2 We are not liable for any losses you suffer arising from the unauthorized use of your card, among other reasons, if such losses result from you not keeping your security details reasonably safe as recommended by us and to the extent permitted by law.

10.3 If your mobile phone is lost or stolen, you must notify us at 831.479.6000 or 888.4BAYFED as soon as is reasonably practicable, and in any case within 24 hours of the loss or theft. In addition, it is your responsibility to advise your mobile phone provider of the loss or theft of your mobile phone. Until you tell us that any of these things have happened we will continue to provide the BayFedCards Service to your mobile phone and we will not be liable if your account information becomes known to someone else as a result.

10.4 We are not liable for any error by you in entering any details when you use the BayFedCards Service (e.g. if you key in the wrong mobile number).

10.5 If we believe that you or someone else is using or has obtained, or may use or obtain the BayFedCards Service illegally, fraudulently or improperly, then we may cancel or suspend your use of the BayFedCards Service without notice.

10.6 We will not be liable to you if the BayFedCards Service is not available to you due to any planned downtime, circumstances beyond our reasonable control, or outages on any mobile phone network or where you are not in an area of mobile coverage.

10.7 The BayFedCards Service application is provided "as is" with no representation, guarantee, or warranty of any kind as to its functionality. We cannot guarantee that the application will be compatible with every type of mobile phone.

10.8 BAY FEDERAL CREDIT UNION, VISA INC. AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF BAY FEDERAL CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF BAY FEDERAL CREDIT UNION, VISA AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$100.

10.9 IN NO EVENT WILL BAY FEDERAL CREDIT UNION BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING FROM THE BAYFEDCARDS SERVICE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF WE, OR OUR REPRESENTATIVES, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

11. MOBILE LOCATION CONFIRMATION SERVICE

11.1 The Mobile Location Confirmation service ("MLC") helps to reduce the likelihood that Bay Federal Credit Union will mistakenly decline a transaction when you are transacting outside your normal purchasing areas. MLC uses location updates sent by your mobile device to help Bay Federal Credit Union know the difference between fraud and legitimate transactions. Once you enroll, your device will send location updates anytime you are connected to a cell or Wi-Fi network and location services are turned on for your device.

11.2 You may choose to enroll or un-enroll one or more cards at any time by using Bay Federal Credit Union Card Manager. If you un-enroll a card but keep another card enrolled, then location updates will continue to be sent from your device, but Bay Federal Credit Union will only use your device's location data in connection with the card(s) remaining enrolled. If no cards are enrolled, your device will not send any location updates in conjunction with MLC. If you choose to un-enroll from MLC, it will not turn off any other location based service offered through the Bay Federal Credit Union Card Manager.

11.3 When you enroll in MLC, you agree to allow your mobile device to automatically send location updates. Each location update contains a unique device identifier generated by Bay Federal Credit Union, a timestamp, the event that triggered the location update such as a cell tower change or connection to a Wi-Fi network, and a latitude and longitude which represents the approximate location of your mobile device. This approximate location may be derived from the location of the cell phone tower to which your device is connected, the locations of Wi-Fi networks in the area of your device, or the location of your device. On occasion, if you have GPS turned on, your device's GPS coordinates may be sent. Location updates sent from your device will not distinguish whether the location sent was of a cell tower, Wi-Fi connection point, or an individual device. The location updates are sent to Bay Federal Credit Union and to one or more vendors who help to provide MLC and are contractually obligated to follow Bay Federal Credit Union's policies.

11.4 Your device may send a location update each time your mobile device either switches from one cell tower to another or connects to a Wi-Fi network. To reduce the number of location updates sent from the device, the application automatically filters out certain updates. Which updates are filtered depends on the movement of the device, the amount of time since the last location update, and whether or not a “Home Area” has been established for the device.

11.5 After you enroll, it takes two weeks to establish the Home Area of your device. This Home Area is a circular region with a 50-mile radius centered around where your mobile device is most commonly located. As long as your device remains within the Home Area, location updates will generally be sent no more than once every 24 hours. If your Home Area is not yet defined, if your Home Area is being re-validated, or if your device is outside of the Home Area, location updates will be sent more frequently, particularly when the device is in transit. Your Home Area will be re-validated once every 6 months or if you do not return to your previously defined Home Area after more than 30 days. If you un-enroll in MLC through your Card Manager, your Home Area will be purged. If you later re-enroll, it will be necessary to re-establish a Home Area. If your mobile device is most typically located less than 50 miles from a national border, your Home Area will have a radius of less than 50 miles, with the radius equaling the distance to the national border.

11.6 Bay Federal Credit Union and its vendors will use location update data for fraud screening and to improve fraud screening services. We will not share personally identifiable location update data with any third party without your consent, except to comply with court orders, valid legal process such as a warrant or subpoena, and other legal requirements. This Card Manager may use data you have provided through the app apart from MLC in other ways described by these Terms and Conditions.

11.7 Bay Federal Credit Union and its vendors will store location update data for a maximum of 18 months, except as required to comply with court orders, valid legal process such as a warrant or subpoena, or other legal requirements.

11.8 We, and the service providers we may engage, may store and process personal information in different countries from where you reside, including in the United States. Please note that these countries may have different laws and requirements about privacy and data use than where you live.

11.9 You are solely responsible for acquiring any hardware, devices, software, wireless and Internet access, and/or other items required in connection with your enrollment in MLC, and any associated fees, expenses, taxes, or other charges, including but not limited to any mobile data and roaming fees.

11.10 All ownership rights in MLC are retained by Bay Federal Credit Union and its vendors and protected under applicable intellectual property laws and international treaties. All rights not expressly granted to you through these Terms are retained by Bay Federal Credit Union and its vendors. Nothing in these Terms grants to you any right to use any trademarks, service marks, logos or other indicia of origin of Bay Federal Credit Union or its vendors.

11.11 Bay Federal Credit Union may, in its discretion, terminate, change, modify, suspend, make improvements to, or discontinue any or all aspects of MLC, temporarily or permanently, including the availability of any service, at any time with or without notice to you. You agree that Bay Federal Credit Union and its vendors shall not be liable to you or to any third party as a result of taking any of these actions.

11.12 MLC, IN WHOLE AND IN PART, INCLUDING ALL SERVICES, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ASSUME SOLE RESPONSIBILITY AND RISK FOR YOUR USE OF MLC, AND THE RESULTS AND PERFORMANCE THEREOF.

IN NO EVENT AND UNDER NO CAUSE OF ACTION, INCLUDING NEGLIGENCE, SHALL BAY FEDERAL CREDIT UNION OR ITS VENDORS OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, CUSTOMERS, MEMBERS, EMPLOYEES OR AUTHORIZED AGENTS (COLLECTIVELY, THE "PROVIDERS") BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED (INCLUDING DIRECT, COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, ARISING FROM OR IN CONNECTION WITH MLC AND/OR THESE TERMS, EVEN IF A PROVIDER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS OR LOSSES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PROVIDERS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR: (I) YOUR USE OF OR INABILITY TO USE MLC FOR ANY REASON; (II) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN ANY INFORMATION PROVIDED THROUGH MLC; (III) UNAUTHORIZED ACCESS TO, OR ALTERATION OR LOSS OF, YOUR TRANSMISSIONS, DATA OR OTHER INFORMATION THAT IS COLLECTED, STORED OR SENT IN CONNECTION WITH MLC; (IV) ERRORS, SYSTEM DOWN TIME, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION OR SERVICE INTERRUPTIONS; OR (V) ANY OTHER USE BY YOU OF MLC. IN ADDITION, THE PROVIDERS SHALL NOT BE LIABLE IF MLC CANNOT (OR ANY PART THEREOF) CANNOT BE PROVIDED OR FOR ANY FAILURE TO PERFORM ANY OBLIGATIONS CONTAINED IN THESE TERMS DUE TO, DIRECTLY OR INDIRECTLY, THE FAILURE OF ANY EQUIPMENT, TRANSMISSION OR DELIVERY PROBLEMS, OR ANY INDUSTRIAL DISPUTE, WAR, NATURAL DISASTER, ACT OF TERRORISM, EXPLOSION, ACT OF GOD OR ANY OTHER EVENT BEYOND OUR CONTROL.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVIDERS' CUMULATIVE LIABILITY TO YOU ARISING FROM ANY CAUSE OF ACTION WILL AT ALL TIMES BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL LOSS; OR (B) \$100.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, LIABILITIES AND DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE PROVIDERS' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

12. YOUR RIGHT TO CANCEL

12.1 If you wish to deactivate your account, simply select the "Cancel Service" or "Cancel Account" option, follow the instructions and then delete the software application from your mobile phone.

12.2 It is your responsibility to delete the software application from your mobile phone if you change your mobile phone or dispose of it.

12.3 You agree that we will not be liable to you or any third party for any modification or discontinuance of the BayFedCards Service.

13. OTHER IMPORTANT INFORMATION

13.1 We have the right to change these Terms and Conditions at any time and you will be notified in writing by us with regard to any changes that we consider to be material.

13.2 We will let you know as soon as reasonably practicable prior to any change in both charges and in these Terms and Conditions.

13.3 If you do not agree with any change to the Terms and Conditions, you are free to stop using the BayFedCards Service at any time. If you wish us to deactivate your account, simply select the "Cancel Service" or "Cancel Account" option, follow the instructions, and then delete the software application from your mobile phone.

13.4 We advise you to keep a record of your order and a copy of these Terms and Conditions for your information and reference.

13.5 The contract and all communications between us will be conducted in the English language.

13.6 Our relations with you and the formation, existence, construction, performance, validity and all aspects whatsoever of these Terms and Conditions or of any term of these Terms and Conditions will be governed by the laws of the state of California, except where pre-empted by federal law. The courts located in the following counties in California shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms and Conditions: Monterey, Santa Cruz, Santa Clara, San Benito, San Francisco, San Mateo, Alameda, Marin, Napa, Solano, and Contra Costa.

13.7 If you have any complaints about the BayFedCards Service please call us at 831.479.6000 or 888.4BAYFED or write to us at:

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3333 Clares Street
Capitola, CA 95010