

## **Incoming Payments Transfers**

The terms and conditions set forth in this disclosure apply to the Funds Transfer Service available through Bay Federal Credit Union (“BFCU”) BayFedOnline Banking and constitutes a part of the BFCU End–User License Agreement (the “Agreement”). Any capitalized terms not otherwise defined in this disclosure shall be given the definitions otherwise set forth in the Agreement.

I understand and agree, for myself (and any person or entity I represent if I sign as a representative of another person or entity) to the terms of this Disclosure and Agreement and your Fee Schedule.

I understand and agree that if any provision of this Disclosure and Agreement is found to be unenforceable according to its terms; all remaining provisions will remain in full force and effect. You may permit some variations from this Disclosure and Agreement, but you will only agree to do so in writing.

This Disclosure and Agreement is given by you in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 1005, et seq.) to inform me of certain terms and conditions of the electronic funds transfer services I have requested.

**Incoming Payment Transfers Overview.** You may use BayFedOnline to make one–time funds transfers from accounts (including debit cards) that you maintain with third–party financial institutions (“Third–Party Accounts”) to make payments on BFCU loan–related Accounts (“Incoming Payment Transfers”). You agree to follow any applicable instructional material we provide to schedule and initiate Incoming Payment Transfers.

**Service Providers.** You acknowledge and agree that we may make the BFCU Incoming Payment Transfer Service available through or by using one or more third–party service providers. You agree that we have the right to delegate to such service providers all of the rights and performance obligations that we have under this Agreement, and that such service providers will be third–party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

**Service Charges.** We may charge you a fee for each Incoming Payment Transfer, as disclosed in the Fee Schedule. You agree to pay these fees and all other fees and charges applicable to a Funds Transfer. You authorize us to deduct any fees and charges due from you from your applicable Account. We reserve the right to change fees and charges applicable to Funds Transfers at any time. If we change the fees and charges applicable to Funds Transfers, we will provide advance notice to you. Your continued use of the Incoming Payment Transfer Service after our provision of such notice to you will constitute your acceptance of the changed terms.

**Access to Your Third Party Accounts.** When you use BayFedOnline to transfer funds from Third-Party Accounts, you authorize us to initiate a transaction on your behalf with the financial institutions that maintain such Third-Party Accounts and to retrieve information, and you hereby appoint us as your agent for this limited purpose. You hereby represent to us that you are a legal owner of each Third-Party Account and that you have the right and authority to designate us as your agent in connection with your use of the Incoming Payment Transfer Service. If any Third-Party Account is owned by you jointly with other persons, you represent and warrant that each joint owner has consented to your use of BFCU's Incoming Payment Transfer Service in connection with that Third-Party Account. You, and any joint account holder, are responsible for all fees and charges associated with your Third-Party Accounts and for compliance with all terms and conditions governing or related to such Third-Party Accounts. You acknowledge and agree that we are in no way responsible or liable for your Third-Party Accounts or any products or services related to your Third-Party Accounts, or for any acts or omissions by the financial institutions that maintain such Third-Party Accounts, including (without limitation) any modification, interruption, or discontinuance of any Third-Party Account or any related product or service by such financial institutions. For all purposes related to BFCU's Incoming Payment Transfer Service, you hereby grant us a limited power of attorney, and you hereby appoint us as your 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 initiate transactions with the financial institutions that maintain your Third-Party Accounts, to retrieve information, and to use such information, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person or otherwise. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE INITIATE TRANSACTIONS WITH AND RETRIEVE INFORMATION FROM THIRD-PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that our third party service providers and contractors shall be entitled to rely on the foregoing authorization, agency, and power of attorney granted by you.

**Accuracy of Information You Provide.** You agree to provide true, accurate, current and complete information about yourself and your Third-Party Accounts, and you agree not to misrepresent your identity or information related to your Third-Party Accounts, which information may include user names, passwords, or other access devices for such Third-Party Accounts. You agree to keep all of such information up to date and accurate. You acknowledge that we will rely on the information provided by you, and you authorize us to act on any instruction which has been, or reasonably appears to have been, sent by you. We are not obligated to take any further steps to confirm or authenticate such instructions and may act upon them without further confirmation. You acknowledge and agree that financial institutions receiving requests for the release of Third-Party Account information may rely and act upon such requests. If instructions identify a financial institution for a Third-Party Account by name and number, BFCU may execute those instructions by reference to the number only, even if the number does not correspond to the name. You acknowledge that financial institutions may not investigate discrepancies between names and numbers. We shall have no liability for any

losses resulting directly, or indirectly, from any of your errors, duplications, ambiguities, or misrepresentations in the information that you provide.

**Verification of Instructions.** You acknowledge and agree that any financial institution maintaining a Third-Party Account may contact us to verify the content and authority of instructions and any changes to those instructions. You agree that we, as your agent, may provide to such financial institution such information as may be required to verify the instructions and as may constitute a valid security procedure under the rules governing such Third-Party Account. You agree to allow us to authorize any financial institution that maintains a Third-Party Account to accept instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed to by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to release your Third-Party Account information based solely on these communications.

**Communications.** You authorize us to select and use any means we deem suitable to provide instructions to any financial institution that maintains a Third-Party Account. These means may include banking channels; electronic means; mail, courier, or telecommunications services; intermediary financial institutions, and other organizations. You agree to be bound by the rules and regulations that govern applicable systems and networks, including (but not limited to) the rules and regulations of the Clearing House Interbank Payments System (CHIPS) and the National Automated Clearing House Association (NACHA).

**Information from Third Party Accounts.** We have no responsibility to review Third-Party Account information provided by you for accuracy, legality, or non-infringement, or for any other purpose. We will not be liable for technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings, or other Service interruptions. We assume no responsibility for the timeliness, accuracy, deletion, non-delivery, or failure to store any user data, communications, or personalization settings. We make no representation or warranty that any Third-Party Account information displayed through BFCU's Incoming Payment Transfer Service is the most complete, timely, current, or up to date information relating to the Third-Party Account that is available from the financial institution that maintains such Third-Party Account. You should contact the financial institution that maintains your Third-Party Account for verification and confirmation of any information relating to the Third-Party Account. Not all types of Third-Party Accounts are accessible through the Incoming Payment Transfer Service, and we reserve the right to qualify and disqualify any types of Third-Party Accounts in our discretion. It is your responsibility to check with the financial institutions that maintain your Third-Party Accounts for restrictions regarding your retirement (401k, IRA, etc.), savings, trust, loan, custodial, business, corporate, and other account types. You agree that we shall not be liable for any costs, fees, losses, or damages of any kind incurred as a result of (i) our access to your Third-Party Accounts, (ii) any inaccuracy, incompleteness, or misinformation contained in the information retrieved from the Third-Party Accounts, or the

untimeliness of any such information, (iii) any charges imposed by any financial institution that maintains any Third-Party Account, (iv) the actions or inaction of any financial institution that maintains any Third-Party Account, and for (v) any action or inaction by you in reliance on any information obtained by you from or through BFCU's Incoming Payment Transfer Service.

**Use of Submitted Information; Promotion of Products and Services.** By submitting information about your Third-Party Accounts, data, passwords, user names, PINs, other log-in information, materials, and other content you submit to us through BFCU's Incoming Payment Transfer Service, together with information that we create or compile about your use of the Incoming Payment Transfer Service ("Submitted Information"), you acknowledge and agree that we may use, copy, modify, display, store, create new material from, and distribute such Submitted Information (i) to provide the Incoming Payment Transfer Service to you, (ii) to contact you regarding the Incoming Payment Transfer Service status and usage and to inform you about other matters relevant to the Incoming Payment Transfer Service and for the information collected by or through the Incoming Payment Transfer Service, (iii) to provide information to you about enhancements to the Incoming Payment Transfer Service, (iv) to respond to your questions or comments about the Incoming Payment Transfer Service, (v) to conduct surveys about the Incoming Payment Transfer Service, (vi) to improve the operation of the Incoming Payment Transfer Service, and (vii) as otherwise provided in the Agreement. You hereby grant us a license for the foregoing purposes, without any obligation on our part to pay fees and without any limitations beyond those expressly provided in the Agreement, and you acknowledge that we may assign such license to any third party in connection with our assignment of the Agreement and for any or all of our rights hereunder, or our delegation of any or all of our responsibilities hereunder. You represent and warrant that you have the right to provide Submitted Information to us and to grant us a license for the use thereof as provided in the Agreement. You acknowledge and agree that we may use Submitted Information as a basis for communicating information about our products and services to you. You agree that we may display advertisements and promotions of all kinds within the Service application and interface, and you agree not to disable any technology required or utilized to serve or display such advertising. For more information about how we use collect, use, share, and protect information, and about your options, please see the BFCU Privacy Policy at [www.bayfed.com](http://www.bayfed.com).

**Timing of Incoming Transfers, Refund Policy, and Related Information.** Because of the time required to process transactions, a Funds Transfer that you initiate may or may not be reflected in the balances of your affected Accounts in the Platform before the transfer is actually processed and posted in our official records for the Accounts. Subject to the requirements of applicable law, you agree that we shall have a reasonable opportunity and time to complete the posting of funds transfers. A funds transfer must be entered before any applicable Business Day cutoff time for the transfer to be processed and posted on the same business day; any funds transfer that is initiated after the Business Day cutoff time or that is scheduled for a future date that is not a Business Day (including recurring funds transfers that are scheduled for future dates) will be processed and posted no later than the next Business Day, with the exception of credit card, line of credit, loan, and mortgage transactions, which may take up to three (3) Business Days. It is your responsibility to schedule each funds transfer far enough in

advance to ensure that we have sufficient time to receive and process your transfer request by the time you require the movement of the funds and the posting of the transaction. Please refer to any applicable additional instructional material for additional information on funds transfer options. Future-dated transfers may be cancelled or changed through the Platform at any time prior to the transmit date. Funds will be applied to your loan Account according to the loan terms and conditions. You acknowledge and agree that BFCU does not allow or authorize loan payment refunds. If you believe that you have made a payment in error, please contact our Member Service Center at 831.479.6000 during normal business hours.

**Scheduling Payments.** For each payment date you attempt to schedule for BFCU to receive your payment (a “Scheduled Payment Date”), the Incoming Payment Transfer Service will designate the earliest possible Scheduled Payment Date; the Incoming Payment Transfer Service will not permit you to select a Scheduled Payment Date that occurs before the earliest possible Scheduled Payment Date. When scheduling a payment, you must select a Scheduled Payment Date that is no later than the actual date that your payment is due as reflected on your loan statement (the “Due Date”). If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or the end of any grace period. You are responsible for any late charge, finance charge, penalty, or default or other consequence that may result from your selecting a Scheduled Payment Date later than the Due Date. The Incoming Payment Transfer Service may let you choose Scheduled Payment Dates that are not Business Days.

**Cancelling and Changing Funds Transfers.** You may cancel or change any Incoming Payment Transfer you have initiated or scheduled by following the instructions within Online Banking. You may not cancel or change a funds transfer after the Platform has begun processing the transaction or after applicable cutoff times as displayed in the Platform. You should refer to other sections of the Agreement for additional terms regarding the cancellation or stopping of payments. Otherwise, we shall have no obligation to cancel, change, or stop payment on any payment that you have initiated through the Incoming Payment Transfer Service, except as required by applicable law.