

CARD CONTROLS

E-SIGN CONSENT AGREEMENT

Introduction

This E-SIGN Consent Agreement ("**E-SIGN Agreement**") allows us to provide you with electronic versions of important notices and documents associated with your use of Card Controls. Certain laws and regulations require us to provide notices and disclosures to you in "writing" (traditionally this is defined as a paper notice); with your consent, the E-SIGN Act allows us to provide these documents to you electronically.

Definitions

The words "**we**," "**our**," and "**us**" mean Card Controls, PSCU, BayPort Credit Union ("the Credit Union") and their respective affiliates, successors, and assigns.

The words "**you**" and "**your**" mean each account owner and anyone else with access to the account through Card Controls. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.

"**Access Device**" means any electronic device you use to access your account and view electronic documents through the Credit Union's electronic services such as online or mobile banking. This includes, but is not limited to: a mobile device such as a smartphone or a tablet computer.

"**Mobile Services**" may include mobile balance inquiry; mobile deposit; locator services; account transfers between registered accounts; card controls; alerts; and other mobile transactions as added by Card Controls, in its sole discretion, from time to time and accessible through this service.

Scope of this E-SIGN Agreement

This E-SIGN agreement applies to all disclosures, notices, and terms and conditions related to the Credit Union's electronic services that you electronically access. This consent will remain effective until expressly withdrawn by you. Your consent does not mean that we must provide documents electronically, but instead that we may deliver some or all of those documents electronically.

This E-Sign agreement is revised periodically and it may include changes from earlier versions. By accessing your account and engaging in mobile services, you agree to the most recent version of this agreement, which is always available to you online.

Automatic Enrollment

By consenting to this E-Sign agreement, you will automatically be enrolled to receive certain documents electronically. Typically these are agreements and disclosures related to your use of mobile services. These documents will be presented to you electronically within Card Controls. Automatic enrollment includes, but is not limited to, the E-SIGN Consent agreement, the Card Controls Terms and Conditions, letters and notices related to mobile services (i.e. a notice regarding changes to the Card Controls Terms and Conditions and our privacy policy).

Requesting Paper Copies of Documents Presented Electronically

You agree and understand that paper versions of electronically presented documents may not be mailed unless you specifically request it. To request a paper copy of any disclosure, notice, or other document, contact BayPort Credit Union. Copies of disclosures, service agreements, and account agreements will be mailed at no charge.

System Requirements

The format of the electronic documents may vary based on your Access Device. For example, documents are typically presented in a .pdf format on a traditional computer while documents accessed on a mobile device are typically presented natively within the application. By consenting to this agreement, you confirm that your Access Device meets the minimum specifications and requirements necessary to view and retain your electronic documents.

To access mobile services and your electronic documents on a mobile device, you will need:

- A mobile device with any of the following operating systems: Android or iOS (iPhone).
- A data plan provided by your wireless carrier.
- To download the BayPort application at your respective app store.
- If you wish to view .pdf files on your mobile device, you will need software that accurately reads and displays .pdf files (such as the mobile version of Adobe Reader).
- A printer and/or storage device if you wish to print or retain any electronic documents.

Changes to system requirements

Periodically, the BayPort application may require you to install updates. Installing updates to the BayPort application is a reaffirmation of your consent to this E-SIGN agreement and the Card Controls Terms and Conditions.

Withdrawing Consent

You may withdraw your consent to this agreement at any time. To withdraw your consent prior to completing your enrollment in mobile services, simply exit this session prior to accepting this E-Sign agreement or the Card Controls Terms and Conditions or select "decline".

To withdraw your consent to this E-SIGN agreement after you have already completed your registration, you must do so by calling or writing us at the number or address listed at the end of this document.

Multiple Access Devices

Your acceptance of this E-SIGN agreement on one Access Device constitutes your acceptance on all Access Devices you use. For example, if you view and accept this E-SIGN agreement on a mobile device, the terms of this E-SIGN agreement will apply to electronic documents accessed on a traditional computer (or vice versa).

Additionally, by viewing and accepting this E-SIGN agreement on any Access Device, you are reasonably demonstrating your ability to access and view electronic documents in the format that the services are provided on that Access Device and all subsequent Access Devices. If you change Access Devices (or use multiple Access Devices), it is your responsibility to ensure that the new Access Device meets the applicable system requirements and that you are still able to access and view electronic documents on the subsequent Access Device. Continuing your use of this service on other Access Devices is your reaffirmation of this E-SIGN agreement

Please contact BayPort Credit Union if you have difficulties accessing or viewing electronic documents on your selected Access Device.

Acceptance

You will be asked to acknowledge your acceptance of these terms by checking the acceptance box before you are able to continue using Card Controls. In doing so, you are confirming that you meet the system requirements described above, and that you have demonstrated your ability to receive, retain, and view electronic documents on your Access Device. You are also consenting to be immediately enrolled in the electronic presentment of the documents described in the "Automatic Enrollment" section above.

Card Controls: TERMS AND CONDITIONS

February 2018

INTRODUCTION

This agreement ("Agreement") contains the terms and conditions that apply to your use of this service and is in addition to other agreements and disclosures that you may have with BayPort Credit Union or other third parties. . If there is a conflict between this agreement and the terms and

conditions of any disclosures or agreements that specifically address this service, this agreement will control in resolving those inconsistencies. This agreement is revised periodically and it may include changes from earlier versions, by using this service, you agree to the most recent version of this agreement. You may withdraw your consent at any time by contacting BayPort Credit Union. We reserve the right to modify the scope of the services available at any time and you agree that some or all of the available services may not be accessible or may have limited utility. If you have any questions, please contact BayPort Credit Union.

Definitions

The following definitions apply in this agreement:

- The words "**we**," "**our**," and "**us**" mean Card Controls, PSCU, BayPort Credit Union ("the Credit Union") and their respective affiliates, successors, and assigns.
- The words "**you**" and "**your**" mean each account owner and anyone else with access to the account to perform the transactions or receive services covered by this agreement. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.
- "**Access Device**" means any electronic device you use to access your account and view electronic documents through the Credit Union's electronic services. . This includes, but is not limited to: a mobile device such as a smartphone or a tablet computer.
- "**Account**" means a Consumer or business account accessed by a debit card that may be registered to utilize this service.
- "**Business Days**" include Monday through Friday. The Federal Reserve Bank holidays are not included.
- "**Consumer**" means a natural person, who is at least 18 years of age, and does not include a corporation, limited liability company, or other entity.
- "**Mobile Services**" may include locator services; card controls; alerts; and other mobile transactions as added by Card Controls, in its sole discretion, from time to time accessible through the BayPort app.
- "**Service Providers**" means any other third party that we have engaged to provide services in connection with this product. This includes any agent, independent contractor, or subcontractor of any of the foregoing. You agree that we have the right under this agreement to delegate to service providers all of the rights and performance obligations that we have under this agreement, and that the 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.

GETTING STARTED

Equipment

You are responsible for and must provide all access devices, software (other than any software provided by us), and services (such as cellular data service) necessary to access this /service. You are also responsible for ensuring that your use of the software applications does not cause you to breach any other agreement to which you are a party (e.g. with your mobile network operator).

No Illegal Use

You may use this service for lawful purposes only. You agree not to use the service to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You certify that you are 18 years of age or older or otherwise able to lawfully enter into contracts under applicable law.

Right to Cancel

- There is no minimum contract period and you are free to stop using this service at any time. If you obtain a new Access Device, you must enroll your accounts on that Device as well.
- We will use commercially reasonable efforts to ensure that this service will be accessible from Android and iOS phones; however, we do not guarantee that the tool/service will be compatible with every type of mobile phone.

Cellular Phone Contact Policy

By providing us with a telephone number for a mobile device, including a number that you later convert to a mobile device number, you are expressly consenting to receiving communications (including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system) from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your mobile services provider.

You have the ability to update your contact information by going to the alerts and notifications settings within online and mobile banking or by contacting BayPort Credit Union. Please see the Card Controls Privacy Policy to learn more about how we use and share your information.

Consent to Receiving Push Notifications and Other Communications

You will need to enable push notifications within your BayPort mobile app settings before we are able to send you push notifications for the mobile services that use push notification messaging (i.e., alerts). By enabling push notifications for the mobile services, you expressly consent to receiving push notification messages related to the mobile services using such functionality. **Data rates may apply and you are responsible for any such charges.** Message frequency depends on your account settings and the type of alerts you select to receive. In the event your mobile device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions, contact BayPort Credit Union.

Even within a coverage area, factors beyond the control of your wireless carrier may interfere with message delivery, including your equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received, that your wireless carrier does not guarantee that alerts will be delivered, and that wireless carriers are not liable for delayed or undelivered messages.

Privacy & Confidentiality

Protecting your privacy is important to us. We will gather and disclose personal information about you only as allowed by law. All information gathered from you in connection with using this service will be governed by the provisions of BayPort Credit Union's privacy policy. For more information or a copy of the privacy policy, contact BayPort Credit Union. Personal information about you will be used for the purpose of engaging in this service. Personal information about you will be used for the purpose of engaging in the product services as well as for internal purposes (i.e., aggregate demographic analysis, internal marketing studies, and statistical analysis). We may also disclose information to third parties about your account or the transactions you make in accordance with law.

Location Based Information

If you use any location-based feature (such as an ATM locator) you agree that your geographic location and other personal information (such as your device ID) may be accessed and disclosed through the service. You may turn off location based features at any time within the BayPort app, but this may impact the functionality and accuracy of the services. If you wish to revoke access to such information you must cease using location-based features of the BayPort app or services. Please see the BayPort Privacy Policy within mobile and online banking to learn more about how we use your information.

Mobile Software License

Subject to your compliance with this agreement, you are hereby granted a personal limited license ("License") to use the product software ("Software") on your mobile device within the United States. This License shall be deemed revoked immediately upon:

- Your deletion of the Software from your mobile device;
- Your noncompliance with this agreement; or
- Written notice to you at any time, with or without cause.

If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your mobile device if you have not already done so.

This License does not amend or supersede any agreements you may have with your mobile service provider. You understand that those agreements may provide for fees, limitations and other restrictions which might impact your use of the Software (for example, your mobile service carrier or provider may impose data usage or text message charges for downloading the Software, receiving or sending text messages, or other use of your mobile device when using the Software), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that your mobile service provider is responsible for its products and services and it is responsible for the operation, security, functionality or availability of any mobile device or mobile network which you utilize to access the Software.

Error Resolution

In case of errors or questions about transactions related to this service, please contact BayPort Credit Union as soon as possible.

CARD CONTROLS AND ALERTS

Introduction to Card Controls

The product will provide you with several card control options for active/open account(s). The most basic card control option is the ability to turn your card "off" or "on". If a card is turned "off", all transactions made on the card, other than recurring payments, deposits or credits, will be denied. Additional control preference settings are available through the product. This Card Controls tool does not allow shared card users to manage cards within the BayPort app, the primary account holder for said card will/can manage ALL cards on the account. If shared card users would like to manage their own card they will need to use the white label Card Command app supported by BayPort credit union, you can find more information about this app on BayPort's website.

My Location Control

The product allows you to set control settings for location to block international transactions. When the "My Location" control preference is set, the product will compare the user's and the merchant's location to decide whether to approve or deny the transactions. The product determines the user's location by assuming that the user will always carry the phone that has been set as "Primary Device" and will use the phone's location as a proxy for the user's location. For "My Location" control and

alerts policies to work, the user must turn on the device's "Location Settings" and enable location tracking.

Maximum Spend Control

This control will allow you to specify a transaction threshold amount above which transactions will be denied. Maximum spend on card is the cumulative spend on all managed cards for the login per month. At the end of every month, the system automatically resets the monthly spend amount to zero. The monthly spend amount is calculated starting from the time you begin using this product. If this is a shared card, the spend on the card for the month may already have value as soon as you complete registration and log in for the first time.

Intellectual Property Rights

All content connected with the product are the exclusive property of PSCU, its licensors, and/or service providers and it is protected by copyrights and other intellectual property rights. You are permitted to use content delivered to you through the product only for your personal use. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any technology, including, but not limited to, any software or other content associated with the product.

The trademarks, logos, and service marks displayed in connection with the product are the registered and unregistered trademarks of PSCU, and/or its service providers. Under no circumstances may you use, copy, imitate, alter, modify or change these trademarks. Nothing contained on, in or otherwise connected with the product should be construed as granting (by implication or otherwise) any license or right to use any trademark without the express written permission of PSCU, or the third party, which has rights to such trademark, as appropriate.

All messages, suggestions, ideas, notes, concepts, know-how, techniques, data, applications, mail, and other information you may send to us through or regarding the product shall be considered an uncompensated contribution of intellectual property to us and shall become our exclusive intellectual property. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

Using the product from Outside the United states

The products and services described herein are only offered in jurisdictions where they may be legally offered. Not all services are available in all countries and you understand that the described products and services are intended for customers located in the United States. You also understand that BayPort Credit Union is based in the United States, and only accepts U.S. currency.

We do not make any representations that any content or use of the product is appropriate or available for use in locations outside of the United States, and accessing the product from territories where any content or use of the product is illegal is prohibited. If you choose to access the product from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws.

Export Control

You acknowledge that your use of the product is subject to the United States government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the product and any associate software. You agree that you will not directly or indirectly use, export, re-export, or transfer the product except in compliance with applicable U.S. export laws and

regulations. Without limitation, you agree that you will not use the product in any embargoed or sanctioned country such as Iran, North Korea, Sudan, and Syria.

Changes in Terms of Use

We reserve the right to modify this agreement at any time. You will receive notice in accordance with our E-Sign Consent agreement and applicable law when any changes are made that materially affect your rights. By accessing your account and continuing to use the product, you agree to the most recent version of this agreement.

Delay or Suspension of Service

Without limiting any other provision of this agreement, if we or any other service provider reasonably believes that your conduct in using this product or any of BayPort's electronic service platforms constitutes a "**Threatening Condition**" (including but not limited to, violation of this agreement, violation of any applicable laws, rules, regulations or industry standards, or otherwise poses a threat to any system, equipment, process, intellectual property, or the reputation of us or any service provider, we or any such service provider may provide you with a notice to cease the Threatening Condition. If, in the reasonable and good faith determination of us or any service provider, the Threatening Condition poses an imminent or actual threat (including regulatory investigation, inquiry or penalty) to us or any service provider or its systems, equipment, processes, or intellectual property, you agree that we or any other service provider may suspend any and all use of the product or any of BayPort's electronic service platforms without notice.

Term and Termination

We may terminate all or part of this agreement and your use of the product/electronic banking for any reason and at any time with or without prior notice as the law requires. You agree that you will immediately stop using the product/electronic banking upon our request.

You may voluntarily terminate your access to the product and your use of the product for any reason and at any time with or without prior notice as the law requires, by contacting BayPort Credit Union or ceasing to use the electronic services. If you terminate your access and/or withdraw your consent to this agreement, you will no longer have access to the product.

All applicable provisions of this agreement shall survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, and indemnification.

No Warranties

Neither PSCU, nor any of its subsidiaries, affiliates, or service providers represents or warrants the accuracy, adequacy, completeness or timeliness of the services provided in the product, including but not limited to the card controls or alert services, information, materials, products and services or the error free use of the product. All mobile services, including but not limited to our product, materials, products, and services, are provided "As Is" and "As Available" without warranty of any kind, either express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, non-infringement and freedom from a computer virus.

In the event of a system failure or interruption, your data may be lost or destroyed. Any transactions that you initiated or were in the process of completing or completed before a system failure or interruption should be verified by you through

other means to ensure the accuracy and completeness of those transactions. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions so affected.

Limitation of Liability; Indemnification

In no event will PSCU or any of its affiliates, contractors, or their respective officers, directors, employees, consultants, agents, other service providers or licensors be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or

exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses (even if advised of the possibility of such damages) whether caused by or resulting from (i) the use or the inability to use the product; (ii) any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction, or unauthorized access to your information; (iii) errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through the product, or (iv) any other failure, action, or omission.

You agree to indemnify, defend, and hold PSCU, and its affiliates, officers, directors, employees, consultants, agents, other service providers and licensors harmless from any and all third party claims, actions, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to or through the product; (b) any fraud, manipulation or other breach of this agreement by you; (c) any third party claim, action or allegations brought against Card Controls arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; (d) your violation of any law or rights of a third party; or (e) your use of the product or use of your account by any third party. PSCU reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with PSCU in asserting any available defenses. You will not settle any action or claims on behalf of BayPort Credit Union without the prior written consent of PSCU.

Waiver

We may waive any term or provision of this agreement at any time or from time to time. We will not be deemed to have waived any of our rights or remedies with regard to this agreement, unless our waiver is in writing and signed by an authorized officer of PSCU, or its affiliates. No delay or omission on our part in exercising any rights or remedies will operate as a waiver of those rights or remedies or any other rights or remedies. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

Severability; Headings

If any provision of this agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or any other provision in that or any other jurisdiction.

The headings in this agreement are for convenience or reference only and do not govern the interpretation of provisions of the agreement.

Assignment

You may not assign this agreement to any other party. We may assign this agreement or delegate or transfer any or all of our rights and responsibilities under the agreement to any service provider.

Governing Law

This agreement is governed by all applicable Federal laws of the United States of America and the laws of the State of Minnesota (without regard to any choice of law provisions thereof).

Complete Agreement

This agreement represents the sole and exclusive agreement between you and us regarding the service and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof.

CONTACT BAYPORT CREDIT UNION:

757-928-8850 or 1-800-928-8801

[One BayPort Way, Suite 350, Newport News VA 23606](#)

Business Days: Monday through Friday

Closed Credit Union Posted Holidays

If you need assistance, would like to report an unauthorized transaction, or have other questions or concerns please contact BayPort Credit Union.

By clicking "agree" you acknowledge that you have read and agree to be bound by the E-Sign Consent agreement and the Card Controls Terms and Conditions agreement.