



Electronic Disclosure Agreement

By submitting your request to receive documentation electronically using your account and PIN you consent and agree to permit BayPort Credit Union to provide disclosures, notices, and periodic account statements, to you in electronic form, in lieu of providing these documents in written form. Your consent and agreement shall relate to all forms of disclosures, notices, and statements required under applicable law as a result of the various agreements between you and the Credit Union and shall remain valid until such time as you exercise your right to revoke this consent. You elect and authorize us, at our discretion, to electronically deliver your disclosures, notices, and periodic account statement that we are required to provide you under applicable Federal and State statutes and their implementing regulations, as amended from time to time, including but not limited to:

- Consumer Lending Act
- Electronic Funds Transfer Act
- Equal Credit Opportunity Act
- Fair Credit Reporting Act
- Fair Housing Act
- Home Mortgage Disclosure Act
- NCUA Rules and Regulations
- Privacy of Consumer Financial Information
- Truth in Lending Act
- Truth in Savings Act

Other Federal and State laws and regulations (“laws”) may be enacted or amended in the future to provide electronic delivery of account documentation. Your election also authorizes us, at our discretion, to provide electronic delivery of such documents pursuant to these laws after they become effective. By entering into this Agreement, you accept all the terms and conditions contained herein. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your Credit Union accounts as well as your other agreements with the Credit Union such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the Commonwealth of Virginia. 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. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Credit Union’s successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

Definitions

As used in this Agreement the words “we”, “our”, “us”, “BayPort Credit Union”, and “Credit Union” mean BayPort Credit Union. “You” and “Your” refer to the account owner(s) authorized by the Credit Union to receive disclosures, notices, and periodic account statements under this Agreement. “Account” or “accounts” means your accounts at the Credit Union. “Business days” mean Monday through Friday.

Electronic Delivery Service (Types of Transactions and Service Limitations)

By accepting the terms of this agreement, you hereby authorize BayPort Credit Union to provide disclosures, notices, and periodic account statements to you by electronic mail in place of a paper copy sent via US mail to your current address of record. All electronic documents shall be in full compliance with applicable laws and regulations.

Upon receipt of your consent, we will provide your electronic documents to you via BayPort Credit Union's Online Banking. An email will be sent to you at the email address that you have provided to us to notify you of when your documents are available. You will be required to use a password to view these disclosures. It is your sole responsibility to protect your password from unauthorized persons. You understand and agree that it is your responsibility to ensure that the documents cannot be intercepted or viewed by others. You can request a printed copy the documents from BayPort Credit Union at any time by calling (757) 928-8850/1-800-928-8801, or visiting one of our branch locations. Applicable fees as outlined in the fee schedule may be charged for this request.

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures, notices, or periodic account statements required by law, including electronic fund transfer disclosures, may be made electronically via email notice. Your consent to receive electronic documents shall remain in effect until revoked by you or the Credit Union. If you elect to revoke your consent to receive electronic documentation you must notify us in writing to our Electronic Services Department at One BayPort Way, Suite 350, Newport News, VA 23606. You understand and agree that you must furnish us with any changes in your email address. If your electronic mail is returned undeliverable, the Credit Union will communicate to you via US mail to your address of record within seven (7) business as to how you may obtain your electronic documents or paper copy.

You may use BayPort Credit Union's electronic delivery service to:

- Download, print, and view current monthly and/or previous month's account statements online.
- Download, print, and view notices regarding your account(s).
- Request changes to the personal information data that is used to deliver and to customize the email delivery and online viewing of your documents.
- Communicate with BayPort Credit Union using electronic mail.

The following limitations on BayPort Credit Union transactions may apply in using the services listed above:

Account Information- In most cases electronic documentation will be available for twelve (12) months from the date of the notice.

Security of Access Code

You choose a personal identification number or access code upon registration for use with BayPort Credit Union's Online Banking. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code that authority shall continue until you specifically revoke by notifying the Credit Union. If you fail to maintain the security of these access codes and BayPort Credit Union suffers a loss, we may terminate your BayPort Credit Union Online Banking and account services immediately.

The Credit Union will not for any reason ask for your logon password. If anyone contacts you and requests this information, contact us immediately.

Change in Terms

We may change the terms of this Agreement at any time. If the change would result in increased fees for any Credit Union service, or increased liability for you, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will provide any required notice of the change in terms to you by email or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. If there is more than one party to the account, notice to any one account owner will be effective for all. We reserve the right to waive, reduce or reverse charges or fees in individual situations.

You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the documents provided to you under this Agreement. We do not and cannot warrant the documents will operate without error or that they will be available at all times. Except as specifically provided in this Agreement or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory. Further, in no event shall the liability of the Credit Union and its affiliates exceed the amounts paid by you for the services provided to you through this service.

Your Right to Terminate

You may cancel this service at any time, by writing us at One BayPort Way, Suite 350, Newport News, VA 23606. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Our Right to Terminate

You agree that we can terminate this service and revert to printed copies of the disclosures, notices, and periodic account statements to be sent via US mail to your current address on record for any reason at any time.

Equipment Requirement

The following lists the hardware and software requirements necessary to access to your electronic documents.

- A personal computer or other device capable of accessing the internet.
- A web browser which supports 128-bit SSL encrypted communications.
- Software that permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader version 5.1 or higher (available for downloading at <http://www.adobe.com/products/acrobat/readstep2.html>).

You are responsible for the installation, maintenance and operation of any software and your computer. The Credit Union will not be responsible for any errors or failures involving any telephone service, internet service, software installation or your computer.

Virus Protection

We are not responsible for any electronic virus or virus that you may encounter. The Credit Union suggests that you routinely scan your PC using a reliable virus protection software product to detect and remove any viruses found. An undetected or un-repaired virus may corrupt and/or destroy your programs, files and even your hardware.

In case of Errors or Questions about Your Electronic Statement/Transfer

Telephone us at (757) 928-8850/1-800-928-8801 or write us at One BayPort Way, Suite 350, Newport News, VA 23606 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us 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 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 days if the transfer involved a new 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 we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

BayPort Credit Union
One BayPort Way, Suite 350
Newport News, VA 23606
Business days: Monday through Friday
Closed Credit Union Posted Holidays
Phone (757) 928-8850 or 1-800-928-8801