

## BayPort Credit Union BUSINESS ONLINE BANKING AGREEMENT

Each Company must qualify for the services requested before BayPort Credit Union will grant access to the services and features of the Business Online Banking System. An application is requested from each company and an underwriting process takes place to examine the financial condition of the company and its principals. The application also serves as an acknowledgement that the Company will abide by the Terms and Conditions of the Business Online Banking Agreement and applicable Exhibits.

BayPort Credit Union (“**Credit Union**”) a Virginia corporation, the account holder, and persons whose signature(s) appear on the Application for Business Online Banking hereby enter into, as of the date the Credit Union approves and establishes the Processing Limits in Exhibit C (“the “**Effective Date**”) this Business Online Banking Agreement (“**Agreement**”) consisting of any Application for Business Online Banking, General Terms and Conditions, ACH Origination Terms and Conditions, Online Wire Transfer Terms and Conditions, Exhibits, and any amendments attached hereto or hereafter by mutual consent of the parties and incorporated in this reference.

<b><u>General Terms and Conditions</u></b>	<b><u>Exhibit A</u></b> Schedule of Fees
<b><u>ACH Origination Terms and Conditions</u></b> (optional service)	<b><u>Exhibit B</u></b> Transmission Deadlines
<b><u>Online Wire Transfer Terms and Conditions</u></b> (optional service)	<b><u>Exhibit C</u></b> Processing Limits

**Agreement.** This Agreement is a contract that establishes the rules that cover your electronic access to your accounts at the Credit Union through Business Online Banking. From time to time, the Credit Union may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective as stated in the notice to the Company.

The terms and conditions of the Membership Agreement and the Truth-In-Savings for your savings/certificate(s) accounts and each of your loan agreements continue to apply notwithstanding anything to the contrary in the Agreement.

By using Business Online Banking, you accept all the terms and conditions of this Agreement. Please read it carefully.

**Definitions.** In addition to all the other terms defined herein, the following terms shall have the following meanings:

- a) “We”, “Ours”, “Us” and “Credit Union” shall mean BayPort Credit Union, and its employees, directors, and agents.
- b) “You”, “Your”, and “Company” shall mean the account holder authorized by Credit Union to use Business Online Banking, any owner or officer signing the Business Online Banking Application under this Agreement, and any User authorized to exercise control over the account holder’s funds through Business Online Banking.
- c) “Account” or “Accounts” shall mean the Individual share or loan accessed through Business Online Banking.
- d) “Administrator(s)” shall mean the primary person(s) that you have designated to establish and authorize subordinate User access and controls to Business Online Banking.
- e) “Authorized User” shall have the meaning defined in the Membership Agreement, and includes the Administrator(s), and any person authorized by the Administrator(s), that is granted access to your account through Business Online Banking
- f) “Service” means any Business Online Banking services offered and/or used by you in connection with this Agreement, including optional and future services added by addendum by an officer of the company.
- g) “Entry” means any transaction transmitted through the use of any of the services.

**Services.** You may use the service to check the balance of your accounts, view reports, view history, transfer funds between your accounts, initiate scheduled transfers, and bill payment subject to the terms of this Agreement. Optional services available are ACH Origination (including Direct Deposit of Payroll), and Wire Transfer services. Services are subject to transaction limitation

as set forth in the Membership Agreement and Truth-In-Savings/Fee schedules, which govern the use of your account.

**Consumer Reports.** You authorize us to obtain business and consumer credit bureau reports in connection with your request for Business Online Banking. We will review your credit history to determine if you qualify for the service. If the service is approved, you authorize us to periodically obtain credit bureau reports in connection with the continuation of any Processing Limits established in connection with this service. If you ask for such information in writing, we will tell you the name and address of each credit bureau from which we obtained a report about you.

**Individual and Business Liability.** Each person signing the application agrees to be personally responsible for the repayment of all overdrawn accounts linked to this service that result from the use of the services. If you indicated that you are acting as an officer of the company with the ability to bind the company to the obligations of this Agreement, then the company is jointly liable for all returns and negative balances on all accounts established in the name of the company. You understand that if you leave the employment or ownership of the company, you will continue to be personally responsible for return Entries for sixty (60) days after you notify us in writing to close the service and prevent further usage.

**Security Interest.** You understand that by signing the application you agree, individually and collectively, to give us a security interest in all present and future shares you have, or have interest in, in any account with us, including your personal account(s) and the account(s) of the company. You are also giving a security interest in all present and future checking accounts with us. You authorize us to take that money and apply it to any negative account balance on any linked accounts associated with this service either now or that are added in the future. You are not giving a security interest in any shares or money in an IRA, SEP, KEOGH, or any other account, which, if pledged, would result in the loss of special tax treatment under the Internal Revenue Code.

**Settlement Account.** You agree to open, designate and maintain a business checking account (“Settlement Account”) at all times during the terms of this Agreement. If you close your designated settlement account, all services under this Agreement will be cancelled.

**Access.** To use Business Online Banking, you must have at least one settlement account, access to Internet service, and a browser with security features compatible with this service. Browser upgrades may be required from time-to-time for continued use of this service. Access to the service also requires

a User Name and User Password. Access will be locked out after five (5) failed attempts.

**Hours of Access.** Services are available 24 hours per day, 7 days a week, although some of the services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the Business Online Banking and/or Credit Union website. All loan advances, payments, ACH Transmissions, Wire Transfers, and account transfers made after the designated cut-off time will be processed the next business day.

**File Transmission.** The Company will provide files or entries through Business Online Banking. The Credit Union may reject files or entries provided in any other manner, format or medium.

**Transmission Deadlines.** Each Entry or file shall be transmitted to the Credit Union in accordance with the Transmission Deadlines and dates represented as Exhibit B.

**Authorized User.** A company administrator(s) will be set up by the Credit Union as designated on the application. The company administrator(s) will be responsible for setting up authorization or terminating all other company User access to the service. The company administrator(s) will be responsible for resetting passwords and unlocking failed login attempts of any subordinate User. The company administrator will have complete access for all services authorized for the company by the Credit Union. The Credit Union cannot authorize or terminate the authority of a subordinate User. You may terminate the authority of your administrator(s) at any time by amendment to this Agreement or by contacting us by phone at the number listed in the Contact Information section of this Agreement. Subordinate Users may have access to all services, or may be limited by the administrator(s) within the parameters of the system.

The Credit Union shall be entitled to rely on apparent authority of any person who accesses the services using valid User Names and Passwords, including such persons which may not be signers on your account. Except as otherwise provided by law, you will indemnify Credit Union and hold it harmless for any loss or expense caused by any person with the apparent authority to access the service. You agree to provide each authorized User a copy of these terms in connection with their use of the service.

**Security.** You understand the importance of your role in preventing misuse of your account through Business Online Banking and you agree to promptly examine your paper or electronic statement for each of your Credit Union accounts as soon as you receive it and notify us of any errors in accordance with your Membership Agreement. You agree to protect the confidentiality of your account and account number, user name, and passwords. Your password and user name are intended to provide security against Unauthorized Entry and access to your accounts. Data transmitted via the service is encrypted in an effort to provide transmission security. Online Business Banking utilizes identification technology to verify that the sender and receiver, of service transmissions, can be appropriately identified by each other. Notwithstanding our efforts to ensure the service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Business Online Banking, or email transmitted to and from us, will not be monitored or read by others. You agree to notify us immediately if you believe any passwords have been lost, stolen, used without your permission, or otherwise compromised. Call us immediately at our Contact Center at the number in the Contact Information section of this Agreement.

**Minimum Security Standards.** Implementation of the following security controls on any PC (workstation/desktop/notebook) used

to connect to the BayPort Credit Union Business Online Banking system is considered to be critical by BayPort Credit Union for protecting your online transactions. Implementation of these controls is intended to protect your BayPort account from compromise.

1. Restrict Administrative right. General user accounts should have permissions to use services but not to install any software. Administrative rights to the operating system must be restricted to administrators only.
2. Utilize current anti-virus (malware/spyware) software. Ensure anti-virus software is properly installed and configured, software version is current, updates are applied, virus-signature files are current, and that there is a tested process for at least weekly signature file updates. In addition, complete a full system scan at least once a week.
3. Utilize personal firewall software, even if a network firewall exists. Ensure the personal firewall is properly installed, configured and regularly updated. Also ensure the installation of the personal firewall does not conflict with other security controls before implementation.
4. Operating system/software patch management procedures/process. Ensure patch management procedures are in place and tested for 3<sup>rd</sup> party applications and Windows operating systems and applications.
5. Regularly schedule PCs for vulnerability scans and implementation of appropriate mitigations.

Implementation of the following security controls on any PC used to connect to the BayPort Credit Union Business Online Banking system is highly recommended by BayPort Credit Union for protecting your online transactions. Implementation of these controls is intended to protect your PC and BayPort account from compromise.

1. Ensure PC boot order is restricted to internal hard drive only, and cannot boot from CD/DVD, USB or network
2. Set PC screen saver timeout for 10 to 15 minutes
3. Restrict access to CD/DVD burners on the PC unless job related
4. Restrict access to removable storage (USB/Thumb Drives) on the PC unless job related
5. Apply internet access controls
  - a. Enable browser security
  - b. Implement web filtering proxy/software
6. Implement host or network based intrusion or prevention systems
7. Segment PCs on your network using VLANS or firewalls
8. Configure system logging to record and retain significant security events
9. Ensure your security policy requires unique passwords to be used for each unique system and forbids sharing of passwords with other users.

**Use of Service.** As a condition of using the services, you agree that you are solely responsible for the use of the Business Online Banking System ("System") and the services and that you will use the services in accordance with this Agreement. You agree not to attempt to circumvent the security features of the system or make improper or unauthorized transfer of funds from accounts via the system. You agree and are prohibited from engaging in conduct that would violate the proprietary rights of the system's owner or accessing or using the system in any other unauthorized manner. You agree to be liable to the Credit Union, and its vendors, for any claims, losses, liabilities, damages, expenses or costs arising as a result of the negligent or intentional misuse of the system by you or your Authorized Users.

**Fees and Charges.** You agree to pay the fees and charges for use of this service as set forth in Exhibit A, our Business Online Banking Schedule of Fees. Fees are subject to change without notice. You agree that such fees and charges will be deducted from your checking account. You agree to pay any additional reasonable charges for services, which are not covered by this Agreement. You are also responsible for telephone, communication, internet service fees, computer hardware, and internet browser upgrades you incur in connection with your use of Online Business Banking.

**Amendments.** You agree to complete an amendment any time you would like to designate a new Administrator, or add or change the services associated with the use of Business Online Banking. The amendment must be made on an official form provided by the Credit Union, signed by an officer of your company, authorized to make such change, and the original document delivered to the Credit Union. Amendments may be delivered to branch offices for convenience, but are not effective until approved and accepted by our office at the address designated in the Contact Information section of this Agreement. The Credit Union shall not accept any amendment not provided on an official form.

**Termination.** This agreement is terminable upon 10 days written notice by either party, provided that applicable portions of this Agreement shall remain in effect with respect to any Entries initiated by the Company prior to such termination. We are permitted to terminate any service immediately should you breach any part of this Agreement or of the Membership Agreement. We are also permitted to terminate any service immediately if we are no longer able to provide this service. Termination of any service does not alter your obligation to pay for such service up to the date of termination.

**Contact Information.** Notifications required by this Agreement are to be directed to us at this address or phone numbers listed below.

BayPort Credit Union  
One BayPort Way, Ste. 350  
Newport News, VA 23606  
757-873-4045

**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 Business Online Banking services provided to you under this Agreement. We do not and cannot warrant that services will operate without errors, or that any or all services will be available and operational 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 of or access to Business Online Banking, 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. Further, in no event shall the liability of Credit Union exceed the monthly amounts paid by you for the services provided to you through Business Online Banking.

The Credit Union shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for its negligence in performing those services. The Credit Union shall not be responsible for the Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal, or due authorizations of any Entry received from the Company) or those person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, any Receiver or receiving Depository Financial Institution (including without limitation the return of the Entry by such Receiver or Receiving Depository Financial institution), and no such person shall be deemed the Credit Union's agent. The Company agrees to indemnify the Credit Union against any loss liability, or expense (including attorney's fees and expense) resulting from or arising out of any claim of any person that the Credit Union is responsible for any act or omission of the Company, or any other person described in this paragraph.

In no event shall the Credit Union be liable for any consequential, special, punitive or indirect loss or damage which the Company may incur or suffer in connection with this Agreement, including without limitation, loss or damage from subsequent wrongful dishonor resulting from the Credit Union's acts or omission pursuant to this Agreement.

Without limiting the generality of the forgoing provisions, or the provisions of the Business Online Banking Agreement, the Credit Union shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Credit Union's control. In addition, the Credit Union shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in the Credit Union having exceeded the limitation upon its intra-day net fund position established pursuant to present or future Federal Reserve guidelines or which results in the Credit Union violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other United States governmental regulatory authority.

Notwithstanding any other provision to the contrary, in the event of default under the terms of this Agreement by the Company, the Credit Union shall have all rights and remedies available at law or in equity.

**Governing Law.** This Agreement shall be construed in accordance with Virginia law and, for ACH Origination services, the operating rules of the National Automated Clearing House Association. We and you agree that jurisdiction over, and venue, in any legal proceeding arising out of or relating to this Agreement will exclusively be in the state or federal courts located in Newport News, Virginia.

**Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, the remaining provisions shall remain in full force and effect.

**Headings.** Headings of sections are inserted only for convenience and shall not be used to define, limit or construe the scope of any term or provision of this Agreement.

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**BUSINESS ONLINE BANKING**  
**ACH ORIGATION TERMS AND CONDITIONS**  
**ODFI/ORIGINATOR**  
**Rev. 2/7/2017**

ACH Origination services are an option. If you have selected this option or use these services then these ACH Origination Terms and Conditions apply.

The Company has requested that the Credit Union permit it to initiate electronic Credit or Debit Entries for payment to consumer and/or commercial accounts maintained at the Credit Union and/or other financial institutions, by means of the Automated Clearing House ("ACH").

Now, therefore the Company and Credit Union agree as follows:

**ACH Transaction Authority.** Permission for use of this service is granted by the Credit Union to your administrator(s) up to the Processing Limits listed in Exhibit C. Your administrator(s) has the authority to add or remove access to this service for each subordinate User and set processing limits up to and including the file Processing Limits listed in Exhibit C.

**Rules.** You acknowledge the receipt of a copy of the current operating rules ("Rules") of the National Automated Payments Clearing House ("NACHA"), in effect at the time this Agreement is executed, or will obtain a copy of the Rules prior to making any Entries to the system. You agree to comply with the Rules of NACHA and of ePay Advisors as well as future updates and abide by the applicable laws of the state of Virginia and of the United States of America. This includes, but is not limited to Federal Regulation E, and sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. You and we are bound by the Rules of Entries whether or not an Entry is sent through the ACH.

**Definitions.** In addition to all other terms defined herein and in the General Terms and Conditions, the following terms shall have the following meanings:

- a) "Entry (or Entries)", as they apply to ACH transactions, shall have the additional meaning of paperless deposit (ACH "Credit") or charge (ACH "Debit"), and shall also include prenotifications and the Entry data you submit from which we prepare the Entries. This definition adds to the definitions previously given in the General Terms and Conditions.
- b) "RDFI" shall mean the Receiving Depository Financial Institution.
- c) "ODFI" shall mean the Originating Depository Financial Institution, for this Agreement, the Credit Union.
- d) "Receiver" shall mean an individual, corporation or other entity that has authorized a company or Originator to initiate a Credit or Debit Entry to a transaction account held at an RDFI.
- e) "Originator" shall mean you, or the Company, who has authorized us (the ODFI) to transmit a Credit or Debit Entry to the account of a Receiver with an RDFI, or if the Receiver is also the RDFI, to such Receiver.

**Originator Representations and Agreement.** The Originator warrants and agrees that it will obtain authorization, and comply with all warranties, for all Entries as required by the Rules. This system supports only Prearranged Payment and Deposit ("PPD") and Cash Concentration and Disbursement ("CCD") Entries. The Originator may only transmit PPD or CCD and is not authorized to transmit Telephone Initiated ("TEL") Internet

Initiated ("WEB"), or any other Payment Application, as outlined in the Rules.

- a) For consumer Entries, including those of varying amounts, written authorization is required. The Originator shall retain these authorizations for a period of no less than two (2) years after the revocation or termination of the authorization. The Originator agrees to allow ODFI to review, copy, and inspect written authorizations of consumer Entries at any time during the term of this Agreement or up to two (2) years after the revocation or termination of the authorization. Such inspection shall be during normal business hours and within ten (10) days of the request by the ODFI.
- b) Originator shall comply with all terms of the Electronic Funds Transfer Act if applicable or Uniform Commercial Code Article 4.5A (UCC4A) if applicable and shall otherwise perform your obligations under this Agreement in accordance with all applicable laws and regulations.
- c) Originator agrees that ODFI can terminate or suspend an Originator, or any Originator of a Third-Party Sender for breach of the Rules and that ODFI can audit an Originator's, or Third-Party Sender's and its Originators', compliance with the Agreement and the Rules.

**ACH File Processing Limits.** The originator is authorized to transmit ACH Debit and/or Credits up to the limits set forth in the Processing Limits attached as Exhibit C. Files exceeding the limit will be processed at the Credit Union's discretion. The Credit Union is not obligated to transmit any file exceeding the limit. If the Company needs to send a file that exceeds the processing limit, it is advised to notify the Credit Union in advance and obtain permission to process the file over the limit.

**Prenotifications.** Prenotification (dollar) Entries are optional, however, if you choose to send Prenotification Entries, you shall send such Entries at least six (6) days prior to initiating the first live (dollar) Entry to a particular account. Such Entries shall be provided to the Credit Union through the Business Online Banking System. Should the Company receive notice that any such prenotification has been rejected by the RDFI, the Company will initiate no further Entries to the Receiver until such time as the Company provides the RDFI with such authorization. At such time, the Company may initiate Entries within the time limits provided in the ACH Rules.

**Posting of Entries.** The Company understands and agrees that ACH Entries to a Receiver's account where the individual names does not match the account information will be posted based on the account information provided in the ACH transaction, not based on the name, individual identification or other information provided in the Entry. It is the responsibility of the Company to verify that the individual signing the ACH Debit or Credit authorization is in fact entitled to use of the specified account.

**Returns.** The Credit Union shall notify the Company of any returns or Notification of Change Entries received for the Company no later than two (2) business days after the receipt of the item. This notification may be given by phone to an authorized representative of the Company, or by fax or e-mail if requested by the Company. Upon receipt of the return items, the Company will cease transmission of said transactions until a new authorization has been signed by the consumer or until corrections have been made.

**Change in Terms.** Upon receipt of notification of change items, the Company must make the correction within six (6) business days, or before the next transaction, whichever is later.

**Settlement Account.** You agree that by using the ACH Origination services, you will maintain your settlement account at all times during the term of this Agreement, and for 60 days after the last transmission initiated under this Agreement.

**Settlement Funds Available.** You agree that by using the ACH Origination services you will provide immediately available funds to offset any Credit Entries originated by the Company no later than the Transmission Deadlines for the Settlement Date. We may reserve (hold) the Credit Entry funds after the Transmission Deadlines in order to insure availability at settlement. Funds on reserve may affect the availability of funds for other items (including checks or other transactions) attempting to clear the settlement account.

**Provisional Payment.** Until the Credit Union receives final settlement for Credit Entries, Company agrees to receive Provisional Credit, as provided by the Rules. Payments by us for any Debit Entry, returned Credit Entry or Credit Reversal is provisional until we receive final settlement for the Entry. If final settlement is not received, we are entitled to a refund and may charge your account for the amount credited. We may delay the availability of any amount credited for a Debit Entry or Credit Reversal if we believe that there may not be sufficient funds in your account to cover a charge back or return of the Entry or Reversal.

**Insufficient Funds.** We are not obligated to transmit any file or Entry that would result in a Debit that exceeds the available funds of the account at transmission deadlines. Should funds not be available in the Company's accounts to cover rejected items by the ACH or RDFI, the Company will promptly provide immediately available funds to indemnify the Credit Union.

**Notification of Errors; Including Under Regulation E.** If you discover that any Entry you have initiated was made in error, you must notify us of the error within 24 hours at the phone number listed in the Contact Information section of the Terms and Conditions. In such a case, we will utilize our best efforts to initiate an adjusting Entry or stop processing of any "on us" Entry. Should we be unable to stop the Entry from posting, or if it is too late to withdraw the item from the ACH Operator, you may initiate a reversal file to correct that Entry, as provided for and abiding by the Rules.

**Reversal.** Should a reversal be created for an individual Entry or Entries, as opposed to a complete file reversal, the Receiver(s) of the Entries must be notified of the reversal, by the Originator, no later than the settlement date of the reversing Entry. Should a reversal be created for a complete file reversal, the Company must advise the Credit Union within five (5) business days of settlement at the phone number listed in the Contact Information section of the Terms and Conditions.

**Rejection of Entries.** In the event that the Credit Union rejects Entries for any reason, it shall be the responsibility of the Company to correct and resubmit such Entries. Should the file be rejected due to an error caused by the Credit Union, the Credit Union shall be responsible to resubmit the file. In such a case, the Company will supply sufficient information, upon request, to allow the Credit Union to recreate the Entries for up to five (5) business days after midnight of the settlement date.

**Indemnification.** The Company will indemnify the Credit Union if it incurs any financial loss or liability (with respect to any Entries initiated by the Company) due to breach of any of the warranties if an Originator set forth in the ACH Rules, except those due to negligence of the Credit Union. This includes reimbursement by the Company to the Credit Union of any fines imposed on the Credit Union due to breaches of ACH Rules by the Company.

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**BUSINESS ONLINE BANKING  
ONLINE WIRE TRANSFER TERMS AND CONDITIONS**

Online Wire Transfer services are an option. If you have selected this option or use these services then these Online Wire Transfer Terms and Conditions apply.

The Online Wire Transfer service allows you to wire money to any financial institution in the United States of America (Domestic Wire). We offer this service as a method to transfer funds electronically for you.

**Wire Transfer Authority.** Permission for use of this service is granted by the Credit Union to your administrator(s) up to the wire Processing Limits listed in Exhibit C. Your administrator (s) has the authority to add or remove access to this service for each Subordinate User and set wire limits up to and including the file Processing Limits listed in Exhibit C

**Requesting a Transfer.** Wire transfers will originate from your settlement account. You must designate the dollar amount of the transfer, the name of the payee, the payee's account number, the payee's address, and the receiving financial institution's information, including: ABA (Routing) number, institution name, and institution address.

Additional information will be required if there is an intermediary institution. The system requires less information to transmit the file, but we will reject the request if any of the previous items are missing.

We are not obligated to transmit any wire transfer if such transmittal would result in the Credit Union violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other United States governmental regulatory authority. This includes any denial of transfer because of sanctions enforced by the Office of Foreign Assets Control ("OFAC").

**Wire Transfer Limits.** The Credit Union will transmit wires up to the limits established in the Processing Limits attached as Exhibit C, or up to the collected funds of your settlement account whichever is least. There is no limit to the number of wire transfers that may be transmitted.

**Transfers Irrevocable.** You recognize and agree that you have no right to reverse, adjust, or revoke a transfer request after we receive it unless we agree.

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**EXHIBIT A  
BUSINESS ONLINE BANKING  
SCHEDULE OF FEES**

**This page to be replaced with a Credit Union approved and dated copy of the Schedule of Fees.**

**EXHIBIT B  
BUSINESS ONLINE BANKING  
TRANSMISSION DEADLINES**

The Company will create and submit files through the Business Online Banking system, to Credit Union Electronic Services Department via [www.bayportcu.org](http://www.bayportcu.org). Transmissions originate from the Credit Union offices in Newport News, VA. "Banking Day" shall mean Monday-Friday, except posted Credit Union holidays and Federal Holidays.

**Online Wire Transfer Cut-Off**

All wire transfers must be transmitted to the Credit Union no later than 3:00 PM Eastern Standard time each banking day in order to be transmitted on the same banking day. The Credit Union cannot guarantee that the wire will be processed by the receiving financial institution that same banking day. Transfers received after 3:00 PM Eastern Standard Time will be required to have a future effective transfer date. You may future date wire transfers up to thirty (30) days in advance.

**ACH Origination Cut-Off**

Debits and Credits

- Must be received by 2:00 PM Eastern Standard Time no later than one (1) banking day prior to intended settlement date.

If the settlement date falls on	Deadlines and funds availability for ACH Entries will be 2:00 PM Eastern Standard Time the previous
Monday	Friday
Tuesday	Monday
Wednesday	Tuesday
Thursday	Wednesday
Friday	Thursday

This schedule must be adjusted for Credit Union posted holidays and Federal Holidays between or on settlement or deadline days. Daylight Savings time adjustments apply.

If a normal effective date falls on an observed date, the effective day should be changed to the banking day immediately prior to the holiday for Credits and immediately after the holiday for Debits.

Transmittal deadlines should be adjusted according to the new effective date.

Available funds for ACH Credits and Wire Transfers must be in the settlement account at the time of the deadline. We may reserve (hold) the Credit Entry funds after the deadline in order to insure availability at settlement. Funds on reserve may affect the availability of funds for other items (including checks or other transactions) attempting to clear the account. Since deposits may not be available for immediate withdrawal, it is recommended that they be made at least two (2) banking days prior to the deadline for local checks, and five (5) banking days prior to the deadline for non-local checks. This statement does not supersede the Credit Union's Funds Availability Policy or federal law.

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Settlement Account Number \_\_\_\_\_

**EXHIBIT C  
BUSINESS ONLINE BANKING  
PROCESSING LIMITS**

Business/Organization or Proprietor Name (“**Company**”)

\_\_\_\_\_

DBA Name (for LLCs or Corporations)

\_\_\_\_\_

Pursuant to the terms of the Business Online Banking Agreement and the availability of funds, the company is hereby granted access to the Business Online Banking System and optional services (checked) up to the following Processing Limits:

Approved	Service	Daily	Monthly	Approval Threshold
	ACH Disbursement - Credits			
	ACH Collections - Debits			
	Wire Transfers			

Subordinate Users may be granted individual processing limits by the company administrator(s), up to the company limits established above. If a Subordinate User submits a file for an amount greater than their personal limit, another User or Administrator must approve the file before it can be transmitted to the Credit Union. The system will not permit files to exceed the daily processing limits above.

A thirty (30) day aggregate limit will be tracked by the Credit Union by calculating the sum of all files settled during the past thirty calendar days. If a transmitted file will cause the sum to exceed the thirty day aggregate limit, the Credit Union may reject the file. It is recommended that each company keep a log of transmitted file amounts to monitor the use of the thirty day limit.