Valley First Federal Credit Union
Online Banking Agreement

This Valley First Federal Credit Union operating as Valley First Credit Union ("Valley First" or "Credit Union") Online Banking Agreement ("Online Banking Agreement") for accessing your accounts and loans via Online Banking Service explains the terms and conditions governing the online banking services offered through the Valley First Credit Union Online Banking via our website, including without limitation Bill Pay Services, External Transfers, Mobile Banking, Mobile Deposit, and eAlert Services (collectively, "Online Banking Service(s)"); some of which may require separate enrollment and have additional terms of use. Valley First Credit Union may, from time to time, introduce new Online Banking Services and we will update our website to include them. By using any of the services offered through Online Banking you agree to abide by the terms and conditions of this Online Banking Agreement at that time. This Online Banking Agreement will be governed by and interpreted in accordance with all applicable federal laws and regulations and to the extent that such applicable federal law or regulation has not preempted them, in accordance with the laws of the State of California, without regard to its conflicts of law's provisions. As used in this Online Banking Agreement, the words "you" and "your" refer to the user of the Online Banking Service(s). The terms "we," "us," "our," and "Credit Union" refer to Valley First Credit Union.

Acceptance of Agreement

By using any of the services offered through Online Banking you agree to abide by the terms and conditions of this Online Banking Agreement at that time. When you elect to sign up for the Online Banking Service electronically and click on the "I Accept" button, you agree to accept the terms and conditions of this Online Banking Agreement including any future amendments to the Online Banking Agreement or changes. If you do not agree to all the terms in the Online Banking Agreement, click on the "I Decline" button. If you do not accept the terms of the Online Banking Agreement, then you will not be permitted to use the Online Banking Services. We may change this Online Banking Agreement at any time. For example, we may add, delete, or amend terms or services. We will notify you of such changes by email where required by law. If you use the Online Banking Service after the effective date of a change, your use indicates that you agree with the change(s). A copy of the Online Banking Agreement will be available in Online Banking.

Hours of Availability, Banking Days and Cutoff Times

You can generally access your accounts through Online Banking seven days a week, 24 hours a day. However, at certain times, some or all Online Banking Services may not be available due to system maintenance. During these times, you may visit a Valley First or other CO-OP ATM or a branch to conduct your transactions. Our business days are Monday through Friday except for federal banking holidays. View our hours by branch location at: http://www.valleyfirstcu.org/locations.

A transfer between linked Valley First Credit Union accounts, initiated through Online Banking will take place immediately. For transfer cutoff times related to Online Banking External Transfers please see the section below entitled "Transfers Outside of Valley First Credit Union (External Transfers)".

Other Agreements

Accessing your accounts through Online Banking, or using any of the Online Banking Services will also be affected by the agreements between us and you for your Valley First deposit accounts, credit cards, and loans. When you access accounts online, or initiate transactions and/or requests using Online Banking, this does not change the agreements you already have with us on those accounts. For example, when you use Online Banking to access your Checking account, you do so under the terms and conditions we gave you in the Truth-in-Savings Disclosure for the account. You should review those agreements and schedule of fees for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions, which might impact your use of an account with Online Banking. The terms and conditions of any other such agreements govern the terms and conditions of this Online Banking Agreement except that in the event of a conflict, the terms and conditions of this Online Banking Agreement shall govern. In the event of a conflict between the terms and conditions of this Online Banking Agreement and the terms and conditions of a particular Online Banking Service, the terms and conditions of the specific Online Banking Service shall govern as to that particular service.

Service and Security Features

Subject to the terms and conditions of this Agreement, Valley First Credit Union's Online Banking allows you to:

1. Transfer funds between your linked Credit Union accounts on either a one-time or recurring basis, including making payments to a linked installment loan;
2. Transfer funds from your linked Credit Union accounts to most Credit Union accounts of other members;
3. Make bill payments through our Online Bill Payment service;

4. Apply for loans;
5. Obtain account balance and certain other account information for various Credit Union accounts you may have (including, without limitation, checking, savings or other deposit accounts and loan accounts);
6. Review transaction information on your accounts;
7. Download certain account transactions to your personal computer;
8. View online statements;
9. View online check images;
10. Perform self-service account maintenance such as re-ordering checks, ordering copies of paid checks, requesting copies of monthly checking or savings statements, stopping payment on checks, updating your address, email address and phone number, and changing your online Login ID and Password.
11. Send us secure online messages and questions regarding your account.

Valley First Credit Union's Online Banking allows you to access your accounts from various devices, such as personal computer, mobile phone or tablet. Prior to accessing your accounts for the first time, you must enroll in Online Banking Services by completing the registration form online and defining your Login ID and Password. To protect your accounts from unauthorized access, when you login to Online Banking for the first time, you will be asked to select the contact method (text, call, email) that the Credit Union may use to authenticate your identity and provide a one-time secure access code. You agree to be responsible using the Online Banking "Update Profile" function to maintain and update your registered phone number, email address and preferred contact method, as needed. Finally, you will be prompted to register the computers or access devices that you will be using to access Online Banking Services. Each time you login to Online Banking from a computer/access device not previously registered, you will be required to enter a one-time access code before you can access your accounts. The Online Banking registration process and/or Service and Security Features may change from time to time upon notice to you at the time of login to Online
Banking or as otherwise described in the Changes to Agreement section of this Agreement. After you have completed the registration process, entered your Login ID and password, and completed the "Enhanced Login Security" process, you may access Online and Mobile Banking.

Computers, Mobile phones and tablets with Internet capabilities are susceptible to viruses. You are responsible for making sure your equipment is protected from and free of viruses, worms, Trojan horses, or other harmful components which could result in damage to programs, files, computers, phones, tablets, or could result in interception of information by a third party. The Credit Union is not responsible for or liable for any indirect, incidental, special, or consequential

damages that may result from harmful hardware or software components on equipment or liable if sensitive information accessed via Mobile Banking is intercepted by a third party.

Additional Disclosures regarding Mobile Banking

You agree to accept responsibility for learning how to use Mobile Banking. We are not liable to you for any losses caused by your failure to properly use Mobile Banking.

Access

Your mobile phone must be text messaging-enabled or must have the ability to download a mobile banking application or access the Internet. The Credit Union does not guarantee that your mobile phone/mobile service plan will be compatible with our Mobile Banking service. You are responsible for understanding the operation and maintenance of your equipment. The Credit Union is not responsible for any errors or failures related to your equipment.

The Credit Union is not responsible for errors, delays, or inability to access Mobile Banking caused by your equipment or service provider. We are not responsible for the cost of upgrading your equipment to stay current with Mobile Banking nor are we responsible under any circumstances for any damage to your equipment.

We make no representation that content or use of Mobile Banking is available for use in locations outside the United States. Accessing from locations outside of the United States is at your own risk.

Location Information

When you use a location-enabled Mobile Banking service, we may collect and process information about your actual location, like GPS signals sent by a mobile device. We may use location information we collect in order to protect against actual or potential fraud.

Security

You are responsible for maintaining the security of your mobile device and, except as otherwise provided in this Agreement, you are responsible for all transactions made using your mobile device. Although Mobile Banking will not display the full account number for any of your accounts, it will display other sensitive information about your accounts, including balances and transfer amounts. Anyone with access to your mobile device may be able to view this information. We are not liable for any damages or disclosure of information to third parties due to your inability to ensure the safety, security and integrity of your account and transactions when using Mobile Banking.

Notwithstanding our efforts to ensure that Mobile Banking 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 Mobile Banking or email transmitted to and from us will not be monitored or read by others.

Statements

You will receive your monthly Valley First Credit Union account statement, which will itemize all transactions made including through the Online Banking Services, unless there are no transactions in a particular month. In any case, you will receive the statement at least quarterly.

Stop Payment Requests

If a check written on your account, ACH debit, or electronic transaction initiated by the use of a check (e.g., point of sale "POS", etc.) has not yet been paid, any authorized signer on the account and/or any individual authorized to access your account through Online Banking or Valleyline, our audio response telephone system, may be able to prevent its being paid by initiating a stop payment order, irrespective of who signed the check or how many authorized signatures were required on the check. A stop payment may not be placed on an external funds transfer already initiated through the Online Banking External Transfers. Please refer to the "Transfers Outside of Valley First Credit Union (External Transfers)" section for additional information regarding the right to cancel External Transfers. To be effective, a stop payment must be received in sufficient time to enable us to act on it. For ACH transactions we must receive your request three (3) business days or more before the payment is scheduled to be made. For Bill Pay transactions we must receive your request three (3) business days or more before the payment is scheduled to be made. Our records will be conclusive evidence of the existence and details of any stop payment initiated by you. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after your call. A verbal stop-payment order may cease to be binding after fourteen (14) days if you fail to provide the required written confirmation upon request by the Credit Union.

Stop Payments initiated using Online Banking are not considered accepted until we provide a stop payment confirmation number to you. The ability to place a stop payment through Online Banking or Valleyline may be limited by system availability. If the system is not available to accept your stop payment order, the stop order may be placed by contacting any Valley First Credit Union branch during normal business hours. In order to process your request, you must provide

us with the exact amount (dollars and cents), check number, account number and payee of the item. If you provide us with any incorrect information or do not give us sufficient time to act on your stop payment request, we will not be responsible for our failure to stop payment of the check or electronic transfer. A fee may be charged for each stop payment order or renewal thereof. You agree to indemnify, defend, and hold us harmless (to the extent of the law) from all costs, (including reasonable attorney's fees) actions, damages, claims and demands related to or arising from our action in stopping payment on a check or our failure to stop payment on a check.

Bill Pay

Valley First Credit Union offers Bill Pay services through iPay. Should you elect to use this service, you agree to abide by iPay's terms and conditions of the "Bill Pay Service Agreement", in addition to the terms and conditions contained in this Online Banking Agreement. The terms and conditions of the "Bill Pay Service Agreement" can be viewed when you first register for Bill Pay and can also be found on Online Banking. In the event of a conflict between the terms and conditions of this Online Banking Agreement and the terms and conditions of the "Bill Pay Service Agreement", the terms and conditions of the Bill Pay Service Agreement shall govern.

Transfers Outside of Valley First Credit Union (External Transfers)

Through Online Banking you can transfer funds between Valley First Credit Union and other personal accounts held at other financial institutions. These transactions are referred to as "External Transfers".

External Transfers are limited to available funds in your accounts. External Transfers may be used for:

1. Transfers from your Valley First account to your account at another institution
2. Transfers from your account at other institutions to your Valley First account
3. Loan payments from another institution to your Valley First loans (with the exception of credit cards)

Eligibility

To be eligible for External Transfers, you must be at least eighteen (18) years old, have an account open at Valley First for at least 60 days, be a Valley First Member in good standing, and be an owner of the account at the other institution.

Account Validation

You authorize us to validate the accounts through the use of a micro deposit, in which two transactions will be credited to the Account.

Once the micro deposits are complete, we may ask you to access your account at the other financial institution to tell us the amount of the two micro deposits or any additional information reported by your bank with this test transfer. We may also verify Accounts by requiring you to submit proof of ownership of the Account. If you do not provide validation of the Account, you will not be permitted to access the Account using External Transfers.

Accounts

By using External Transfers, you represent and warrant that you have the right to authorize and permit us to access your Accounts to affect such funds transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third-party rights. You warrant and represent that the information you are providing us with is true, current, correct, and complete. You hereby authorize and permit the Credit Union to use information submitted by you to accomplish these purposes.

For as long as you are using External Transfers, you give us a limited power of attorney and 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 access the Accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts, as fully as you might or could in person. Once we have actual knowledge that you wish to cease using External Transfers as provided in this Agreement and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by us in good faith before we have actual knowledge of termination by you and have a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each Account provider is independent of the Credit Union and your use of External Transfers. We will not be responsible for any acts or omissions by the financial institution or other provider of any Account, including without limitation any modification, interruption, or discontinuance of any Account by such provider.

You agree that we shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) our access to the Accounts; (2) our debit and/or credit or inability to debit and/or credit the Accounts in accordance with your funds transfer instructions; (3) any inaccuracy, incompleteness or misinformation contained in the information retrieved from the Accounts; (4) any charges imposed by any provider of accounts and (5) any funds transfer limitations set by the financial institutions or other providers of the Accounts.

Not all types of accounts are eligible for funds transfer. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your Account or those imposed by applicable law.

Transfer Types and Limitations

External Transfers are processed on business days only. Transfers requested after 2:00 PM Pacific Time or on a non-business day (Saturday and Sunday) and holidays will be considered received on the following business day. The date the debit is estimated to take place is known as the "send date". When establishing a transfer, External
Transfers will display the earliest estimated send date available. Following the debit, the transfer will take approximately 3-4 business days to complete.

You may set up transfers that will occur one time only or will recur on a specified basis for a set date and set dollar amount. Recurring transfers will continue on a scheduled basis until you request us to cancel the transfer.

We limit the number of funds transfers you may make. You may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable Accounts as specified in the Truth-in-Savings Disclosure. External Transfers are limited by dollar amount, both as a daily limit and an aggregated total for a thirty (30) calendar day period. The amount of your limit is established at our sole discretion. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using External Transfers.

We reserve the right to decline to affect any funds transfer, to submit funds transfer instructions or orders or to carry out change or cancellation requests.

<u>Loan Payments</u>

You may use External Transfers to make payments to your loans at Valley First with the exception of credit cards. Recurring transfers are not recommended to make payments to loans with fluctuating payment amounts such as Home Equity Lines of Credit or Personal Lines of Credit. You are responsible for

canceling recurring transfers after a loan is paid in full.

Mobile Deposit

Mobile Deposit is made available to eligible members. Through our Mobile Deposit Service, you can deposit funds into your accounts by taking pictures of the checks and delivering the digital images and associated deposit information to us, using your mobile device. Eligible members that elect to use this service agree to abide by the terms and conditions of the "Mobile Deposit Services Agreement", in addition to the terms and conditions contained in this Online Banking Agreement. The terms and conditions of the "Mobile Deposit Services Agreement" can be viewed when you first access the Mobile Deposit Service and can also be found on Valley First Credit Union's website.

eAlerts

The eAlerts Service is a personal financial information alert service that allows you to receive information about your account including, but not limited to, information related to account balance changes, checks cleared, debit card purchases and electronic deposits or withdrawal notifications. When you access Online Banking, you can initiate alerts by clicking on the eAlerts link. You may set up, change, or delete eAlerts at any time. You agree and understand that this service may not be accessible or may have limited utility over some Internet or mobile networks. The eAlerts that you authorize are only available through Online Banking. When you create eAlerts, they are linked only to the account under which they were created through Online Banking. Balances shown on eAlerts reflect balance information at the time the alert was initiated by the Credit Union and may no longer be accurate at the time you review it. Additionally, balances on eAlerts may not reflect funds that are on hold, which may affect your available balance.

In addition to the eAlerts that you set up through Online Banking, the Credit Union will send forced security eAlerts when certain activity happens on your account. These alerts will be sent via Secure Message as well as to the email address on file. Forced security eAlerts are not optional and are triggered when certain activity happens such as:

1. Your password is changed
2. Your account is locked due to too many attempts to login with the incorrect password
3. Your profile is updated

You may also receive forced security eAlerts for additional activity on your account.

Limitations on eAlerts

Although the eAlerts Service is designed to give you timely notice of specific events, it may not always provide immediate notice. You may encounter errors, interruptions, delays or failures in the receipt of your alerts, which may or may not be out of our control, such as technical difficulties experienced by your Internet service provider or wireless communications carrier. Furthermore, some mobile devices or certain other devices may omit a portion of the alert.

We will not be liable to you for any losses caused by your failure to properly use or respond to alerts that are sent. We assume no responsibility for the timeliness, reliability, deletion, or mis delivery of any alerts we may send you. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

Security

If you use this eAlerts service, you will receive alerts sent to the source you specified when the alert was established. Please be aware that information transmitted via email and text messages may not be secure and the Credit Union cannot guarantee the security of any information transmitted over a mobile device or to an email address.

Changes or Cancellation

You may cancel your participation in the eAlerts service at any time by deleting any scheduled alerts set up through Online Banking. If you need assistance in cancelling any alerts you may contact us directly.

Joint Accounts

The terms of this Online Banking Agreement extend to all joint account owners. All joint account owners must be owners (signers) on the designated joint account. Each account designated for Online Banking can be accessed via Online Banking by any one of the joint owners, and you agree that Valley First Credit Union may act on the verbal, written or electronic instructions of any authorized signer. Joint owners are subject to the joint tenancy rules contained in the Truth-in-Savings Disclosure.

Changes to Agreement

We may change this Online Banking Agreement at any time. For example, we may add, delete, or amend terms or services. We will notify you of such changes by email or secure message through Online Banking, where required by law. Our website will be updated on the effective date, unless an immediate

change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made, and it cannot be disclosed without jeopardizing the system's security, this Online Banking Agreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when changes are made which materially affect your rights. If you use Online Banking after the effective date of a change, your use indicates that you agree with the change(s).

Cancellation

Your Online Banking Service remains in effect until it is terminated by you or Valley First Credit Union. You may cancel your Online Banking Service at any time by notifying us of your intent to cancel in writing, through an Online Banking secure message, or by calling Member Service. Your Service will be cancelled after Valley First Credit Union has had a reasonable opportunity to act upon your cancellation request. You agree to use the Online Banking Services only for bona fide and lawful purposes. We may suspend or terminate your participation in the Online Banking Services for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so. We shall have no obligation to honor any instruction, in whole or in part, that (a) is, or we reasonably believe is used for any illegal or improper purpose or activity; (b) exceeds

the available funds in your account; (c) we have reason to believe may not be authorized by you; (d) involves funds subject to a hold, dispute or legal process; (e) would violate any law, rule or regulation applicable to us, the Online Banking Service, you or any other party that processes or receives the payment; (f) is not in accordance with any other requirement stated in this Online Banking Agreement, any other applicable agreement with us, or any of our policies, procedures or practices; or (g) for our protection or your protection, we have reasonable cause not to honor. We reserve the right to refuse to honor an instruction or suspend or terminate your Service, in whole or in part, at any time, with or without cause and with or without notice, and may immediately do so including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your password; (b) we believe your Service is not being used for its intended, bona fide and lawful purposes under this Online Banking Agreement; (c) you repeatedly overdraw your Valley First Credit Union account; (d) your Valley First Credit Union account is closed, access to your account is restricted for any reason, or if you do not use the Online Banking Services for a period of time after being notified by the Credit Union; or (e) following initial enrollment you do not use the Online Banking Service, after being notified by the Credit Union. Any payments or transfers we have already processed before the cancellation date will be completed. We recommend that you cancel any

scheduled payments or transfers prior to notifying us that you are canceling the Service. You are responsible for any payments or transfers scheduled by you prior to termination that you have not canceled. Termination will not affect your liability or obligations under this Online Banking Agreement for payments we've processed on your behalf. Cancellation of your Online Banking Service will also result in the cancellation, if applicable, of External Transfers, Bill Pay Service, Mobile Banking Service, Mobile Deposit Service, and any other Online Banking Services.

Secure Messaging

Sending a secure message through the secured section of the Valley First Credit Union Online Banking Service is a way to communicate with the Member Service department of the Credit Union. You may ask account specific questions and request additional services. To ensure the security of your account information, we recommend that you only use secure messaging when asking specific questions about your account(s). You cannot use secure messaging to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Online Banking or contact your branch. It is never advised or recommended to send sensitive information such as account or personal information via email.

Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or the transfers you make:

1. When it is necessary to complete the transaction;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government agency or court orders or other legal process; or
4. If you give us your prior oral or written permission.

Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call Valley First Credit Union. The Login ID and password that is used to gain access to Valley First Credit Union Online Banking should be kept confidential. If you give someone your password, you are authorizing that person to use your service, and you are responsible for all transactions the person performs using your Online Banking Services. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions.

Transactions that you or that person initiates with fraudulent intent are also authorized transactions. For your protection, sign off after every session and close your browser to ensure confidentiality. For your protection we also recommend that you change your online password regularly. We recommend that you memorize this online password and do not write it down. You are responsible for keeping your Login ID, password, account numbers and other account data confidential. Neither Valley First Credit Union nor any company affiliated with Valley First Credit Union will contact you via email or phone requesting your Online Banking Login ID or personal password. If you believe that your online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify us immediately.

Unauthorized Transactions on Your Account(s) – Personal Accounts Only

Notify us immediately if you believe another person has improperly obtained your Online Banking password. Also notify us immediately if someone has transferred or may transfer money from your Credit Union deposit account without your permission, or if you suspect any fraudulent activity on your account. Calling us at (877) 549-4567 is the best way of minimizing your potential losses. You may also send a letter to PO Box 1411, Modesto, CA 95353. The unauthorized use of your Online Banking Service could cause you to lose all of your money in your account. If you tell us within 2 business days after you learn of the loss or theft of your password, you can lose no more than $50 if someone used your password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows transfers that you did not make, tell us immediately. If you do not tell us within sixty (60) days after the statement was sent to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

In Case of Errors or Questions about Your Electronic Transactions for Members

In case of questions or errors about Online Banking transfers, including transfers between your Valley First Credit Union accounts, External Transfers between your Valley First account and a linked external account or Bill Payments made through the Valley First Credit Union Online Banking Service, you should do one of the following:

Send us a secure message after signing on with your password to a secure session.

OR

Contact Member Service at (877) 549-4567.

Contact us as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the FIRST paper or eStatement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

When you tell us about the problem, please:

- Tell us your name and account number.
- Describe the error or the transaction you are unsure about and explain why you believe it is in error or what additional information you need.
- Tell us the dollar amount of any suspected error.
- For Bill Pay, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.
- For an External Transfer, tell us the sending and receiving account numbers, date the External Transfer was initiated, and the transfer amount.

We will determine if an error occurred and will tell you the results of our investigation within ten (10) business days (twenty (20) business days if the transfer was to or from an account within thirty (30) days after the first deposit to the account was made) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if the transfer or transaction involved a point-of-sale transaction, a foreign initiated transfer, or a transfer to or from an account within thirty (30) days after the first deposit to the account was made) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days (twenty (20) business days if the transfer was to or from an account within thirty (30) days after the first deposit to the account was made) for the amount you think is in error, so that you will have use of the funds during the time it takes us to complete our investigation. If we ask you to put your complaint(s) or questions(s) in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account.

We will tell you the results of our investigation within three (3) business days after

completing our investigation. If we decide that there was no error, we will send you a written explanation. We may revoke any provisional credit provided to you if we find an error did not occur. You may ask for copies of the documents that we used in our investigation.

Your Liability for Unauthorized Use – Business Accounts and other Non-Personal Accounts only

The Electronic Funds Transfer (EFT) Act and its implementing regulation Federal Reserve Regulation E, and hence the error resolution and liability protections applicable to consumers which may be listed on or with any periodic statements or other documents you receive from us, do not apply to accounts maintained for business purposes.

You are liable for any unauthorized activity on your account unless the unauthorized activity is the result of our negligence or misconduct. Tell us at once if you believe anyone has accessed your accounts without your authority. Telephoning us is the best way of keeping your possible losses down. If you believe your username and/or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us immediately. Please refer to the phone number and address provided above for how to notify us.

Our Liability to Members

If we do not complete a transfer to or from your Credit Union account on time, or for the correct amount, and/or to or from the account specified according to our Agreement with you, we will be responsible, as applicable, for returning any improperly transferred funds and/or for redirecting any misdirected funds to the proper account, and may be liable for your losses or damages, but not for any special or consequential damages, unless required by applicable law. However, there are some exceptions. For example, we will not be liable:

- If, through no fault of ours, you do not have enough available funds in your account to make a transfer, External Transfer, or Bill Pay
- If a legal order directs us to prohibit withdrawals from the account
- If your account is closed or if it has been frozen
- If the transfer, External Transfer, or Bill Pay, would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts
- If you, or anyone you allow, commits any fraud, or violates any law or regulation
- If any electronic terminal, telecommunication device or any part of the electronic funds transfer system was not working properly and you knew

about the breakdown when you started the payment or transfer or, in the case of a recurring payment or transfer, at the time such payment or transfer should have occurred

- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a Bill Pay or External Transfer
- If you have not properly followed the instructions for using Valley First Credit Union's Online Banking, including External Transfer and Bill Pay
- If circumstances beyond our control (such as fire, flood, earthquake, computer system failure, or improper transmission or handling of payments by a third party) prevent the transfer or Bill Pay or other transaction, despite reasonable precautions taken by us.
- There may be other exceptions not specifically mentioned here. We are not responsible for any Internet access, Internet Service Provider, financial software or other product or service relating to your device or the World Wide Web or your telephone or telephone service. We are not responsible for any damage to your computer, software, modem, telephone, or other property resulting from your use of the Service. Without limiting the generality of the wording above, we are not responsible for any loss, damage or injury resulting from an interruption in your electrical power or telephone service; the disconnecting of your telephone service by your telephone company or from deficiencies in your line quality; or any defect or malfunction of your computer, device, modem, or telephone service.

Exclusion of Warranties

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