Cash Management Master Agreement

This Cash Management Master Agreement ("Agreement") describes your rights and obligations as a user of Valley Strong Credit Union's ("Credit Union") online business banking services, including Bill Payment, Mobile Banking Service, Cash Management Services, Remote Deposit Capture, External Account Transfers, Positive Pay, and Cash Vault and Deposit Services (collectively, the "Services"). In addition to this Agreement, you and the Credit Union agree to be bound by and comply with the requirements of the Business Account Agreement and Disclosures and any other agreements applicable to each of your accounts. The Services are more specifically described in the following, as updated from time to time: (i) the service descriptions to the Agreement including any schedules and exhibits to the same (collectively, "Service Descriptions"); and (ii) user guides, user manuals, set-up forms and other user materials, including online terms and information (collectively, "Supporting Documents"). This Agreement and each Service Description may include exhibits, appendices, schedules, or similar materials, which form a part of the Agreement and Service Description, respectively. Any reference to the Agreement shall be deemed to include the Cash Management Master Agreement, the respective Service Descriptions, and the Supporting Documents, unless otherwise stated. Unless otherwise agreed in writing, the Agreement including the Service Descriptions and Supporting Documents will be deemed accepted by Member upon provision by Credit Union of a Service to Member.

In the event of an inconsistency between the terms and conditions of this Agreement and the terms and conditions of other agreements provided to you, this Agreement will govern to the extent of such inconsistency. Your use of these services is your acknowledgment that you have received this Agreement and intend to be bound by it. You should review all other disclosures, including any charges that may be imposed, as listed in the Business Schedule of Fees and Disclosures located on the Credit Union's website ("Service Fees").

In this Agreement, the words "you" and "your" mean the Member business that applied for and/or uses the Services described in this Agreement. The words "we," "us," "our," "ours," and "Credit Union" mean Valley Strong Credit Union.

1. DEFINITIONS

The following definitions apply in this Agreement:

"Access Device" means an Internet-enabled electronic device used to establish a connection to the Service.

"Account" means the Credit Union account from which you will be conducting transactions using a Service.

“Administrator” refers to a person appointed by you with the authority to use the Services on your behalf and that has authority to appoint Business User(s) (with respect to the Account(s)). “Authorized Representative” refers to a person with authority to use the Services, including without limitation you, Administrator(s), and Business User(s) (with respect to the account).

“Bill Payment” is the online service that enables the scheduling of bill payments using a personal computer or mobile device.

“Business Days” are our business days Monday through Friday. Saturdays, Sundays, and Federal Reserve Bank Holidays are not considered business days.

“Business User” refers to a person that has been authorized by an Administrator to use the Services on your behalf (with respect to the Account(s)).

“ISP” refers to your Internet Service Provider.

“Online Banking” is the internet-based service providing access to your Credit Union account(s).

“Mobile Banking” is the mobile computed device-based service providing access to your Credit Union account(s) via your mobile cellular device.

“Password” is a Member-generated code selected by Authorized Representatives for use during sign-on, that establishes a connection to the Service.

“PC” means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account.

“Username” is a Member-generated identification selected by Authorized Representatives, which is used in conjunction with their respective Password that establishes a connection to the Service.

“We,” “us,” “our,” and “Credit Union” refer to Valley Strong Credit Union which offers the Services, and which holds the accounts accessed by the Services; and

“You” or “your” refers to the owner of the account(s) or the Authorized Representative and all of those who use the Services.

2. SECURITY PROCEDURES & COMMUNICATION

Member and Credit Union may agree to certain procedures and security devices, which may include without limitation, codes, encryption, passwords, and other security devices, systems and software (referred to individually and collectively, “Security Device(s)”) designed to verify the authenticity of information (including without limitation transaction information), instructions, orders (including without limitation payment orders) and other communications relating to a Service (each a “Communication”). The term “payment order(s) includes payment orders, as defined in Division 11 of the California Commercial Code. In this regard, application

of the procedures and Security Devices to authenticate a Communication will be collectively referred to as the "Security Procedures" in the Agreement. If Credit Union takes any action not provided in the Security Procedures in connection with any Communication, such additional action shall not be deemed to become a mandatory part of the continuing Security Procedures. Member understands and agrees that Credit Union will use the Security Procedures to verify the authenticity of Communications and that the Security Procedures are not designed to, and are not used for the purpose of, detecting errors in transmission or content of Communications, including discrepancies between account names and numbers.

Before using a Service and before sending a Communication to Credit Union, Member will review the Security Procedures and determine whether the Security Procedures will provide a commercially reasonable method for verifying whether a Communication is that of Member. As part of the review, Member will consider the size, type, and frequency of Communications Member normally makes or anticipates making, along with such other factors as Member may deem relevant or appropriate.

If the size, type, or frequency of Communications made by Member changes such that the Security Procedures in use by Member no longer provide a commercially reasonable method of providing security against unauthorized Communications, Member shall immediately notify Credit Union.

Supplemental Security Devices*.* Credit Union may offer to Member or require Member to use additional authentication tools or methods from time to time (for example, challenge questions and phrases for employees). If Member chooses not to implement supplemental authentication tools, Member's access to some or all the Services may be limited. The term "Security Devices" will include any supplemental authentication tools that are used by Member. Member's continued use of any modified Security Procedures will evidence Member's agreement that the modified Security Procedures are commercially reasonable for Member.

If Credit Union acts on a Communication in compliance with the Security Procedures, then Member will be obligated on the Communication, and it will be treated as Member's Communication, whether authorized by Member.

Regardless of whether or not Credit Union complied with the Security Procedures, any Communication received by Credit Union will be treated as Member's and will bind Member if the Communication is delivered to Credit Union directly or indirectly by any Authorized Representative (as defined below), or if Member would otherwise be legally bound by the Communication, regardless of whether the Communication was erroneous in any respect or that any loss would have been prevented if Credit Union had complied with the Security Procedures.

Member will use and safeguard the Services, Security Devices, Security Procedures, Supporting Documents, and the Software (if applicable) in accordance with the Agreement. In connection with such safeguarding obligations, Member will implement and maintain physical, technical, and administrative controls and procedures sufficient to prevent impermissible or unauthorized access to or use of any Service, Supporting Document, Security Device or Security Procedures. Without limiting the foregoing and to the extent any

of the Services utilize an electronic interface, Member agrees to use and always maintain up-to-date anti-viral software, properly configured firewalls and otherwise to use commercial "best practices" to prevent Member's computers or other electronic interfaces from being compromised, including by virus, trojan horse or other malware. Member expressly acknowledges that any wireless access to the Services initiated by Member may not be secure, and, in such cases, Member assumes the risk associated with unauthorized access to the Services and any information contained therein, resulting from such wireless connectivity. Member agrees to immediately notify Credit Union if Member knows or suspects that a Security Device or other information pertaining to the Security Procedures is stolen, compromised, or misused.

Member assumes all risks associated with disclosure of any part of the Security Procedures, including a Security Device, to its employees. Member agrees to limit disclosures of Security Devices to those employees or agents it will authorize to access the Services on Member's behalf, or who have a specific need to know. Member agrees to follow all requirements and guidance that may be outlined in the Service Descriptions or Supporting Documents provided or made available to Member, including but not limited to password change policies and practices. Without limiting the foregoing, Member further agrees to require authorized persons to create new passwords at frequent periods, based on Member's assessment of the security requirements appropriate for the Services utilized by Member. Member agrees to promptly change security codes and level of authority, as applicable, in the event of any change in personnel or when prudent to do so.

If applicable, Member may be required to select in the Supporting Documents, a means of communicating with Credit Union in connection with a particular Service (each, a "Communication Link"). Multiple Communication Links may be selected for certain Services, as more specifically described in the Service Description and/or Supporting Documents. Information and instructions may be sent and received by Member through those Communication Links.

Credit Union may act on a Communication by reference to the account number only, even if the name on the account is also provided and even if the account number does not actually correspond to the name.

Credit Union is not obliged to act on a Communication that is not transmitted in accordance with the Security Procedures. Credit Union may act on an incomplete Communication at its sole discretion, including but not limited to if in Credit Union's reasonable opinion, it contains sufficient information. Credit Union has no duty to discover, and shall not be liable for, errors or omissions made by Member or the duplication of any Communication by Member.

Credit Union may delay or refuse to execute any Communication or process any requested Service. Credit Union may do so for any reason or for no reason. Credit Union may provide notice to Member of such delay or refusal but is not obligated to do so. Credit Union may delay or refuse processing of a Communication, for example, if: (A) processing would or may exceed the available funds in Member's affected account; (B) the Communication is not authenticated to Credit Union's satisfaction or Credit Union believes the Communication may not have been authorized by Member; (C) the Communication contains incorrect, inconsistent, ambiguous, or missing information; (D) processing would or may involve funds

which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (E) processing would or may cause a violation of any laws or rules applicable to Member or to Credit Union; (F) for any reason determined by Credit Union in its sole discretion; or (G) for any other reason under the Agreement. In addition, Credit Union shall be excused from failing to transmit or delay a transmittal of a transaction or Communication if such transmittal would result in Credit Union's having exceeded any limitation upon Credit Union's intra-day net funds position established pursuant to present or future Federal Reserve Board ("FRB") guidelines or in Credit Union's reasonable judgment otherwise violating any provision of any present or future risk control program of the FRB or any rule or regulation of any other U.S. governmental regulatory authority. Member agrees that Credit Union will have no liability to Member or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.

If Member informs Credit Union that it wishes to recall, cancel or amend a Communication after it has been received by Credit Union, Credit Union may, but will not be required to, use its reasonable efforts to assist Member to do so; however, Credit Union shall not be liable for any loss, cost or expense suffered by Member if Credit Union does not, or is unable to, amend, cancel or recall a Communication. Member hereby agrees to indemnify Credit Union against any loss, liability, claim or expenses (including legal fees) it may incur in connection with assisting Member to recall, cancel or amend a Communication, and Member agrees to immediately reimburse Credit Union for any monies paid by Credit Union associated with such losses, liability, claims, or expenses incurred by Credit Union.

Member assumes the sole responsibility for providing Credit Union with accurate Communications in the form and format that Credit Union requires. Credit Union is not responsible for confirming Communications or for failing to detect and reject duplicate Communications. If Member provides Credit Union with a Communication that is incorrect in any way, Member agrees that Credit Union may charge Member's accounts for any transactions related to the Communication whether the error could have been detected by Credit Union.
Credit Union is not obligated to detect errors in Member's transfer or payment instructions or other Communications.

Any person identified by Member in the Supporting Documents, or any subsequent written notice delivered to Credit Union as authorized by Member to receive from Credit Union information, communications, and notices regarding the Services, and authorized by Member to submit to Credit Union any Communications, or otherwise transact business via the Services is Member's "Authorized Representative." Additionally, the person identified by Member in the Supporting Documents, or any subsequent written notice delivered to Credit Union, as authorized by Member to make all agreements, and sign and deliver all documents in connection with the Services is Member's "Executing Representative." If the identity of such an Authorized Representative or Executing Authorized Representative changes, Member will promptly notify Credit Union in writing. Credit Union will have a reasonable time after receipt of a notice or other communication to act on it.

Credit Union's internal compliance, fraud control and other Credit Union procedures are for the benefit of Credit Union and create no duty to Member. Credit Union has no duty or obligation under this Agreement to inform Member if Credit Union is suspicious of activity, including possible breach of security by Member's Authorized Representative(s) or Executing

Representative(s) or unauthorized disclosure or use of Security Devices.

3. ACCESS TO SERVICES

a. We will notify you which Services you have been given access to use and when such Services become available to you. If you request additional Services in the future, and are provided access, they will also be governed by this Agreement. The Credit Union will provide instructions on how to use the Services. You will gain access to your accounts using your Internet-enabled device, your ISP, your Password, and your Username. You may access your accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be unavailable for brief periods of time for purposes of maintenance, updating the software, or to maintain the security of the Services.

b. Accounts. Your application may list certain accounts that you wish to access with the Services. If it includes the accounts of your parent company, subsidiaries, or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization.

You will need to designate certain accounts for specific purposes in connection with some of the Services. If you link more than one checking account to our wire or ACH Services, for example, you will need to specify the account from which transfers should be made.

c. Administrator. You will need to appoint an Administrator who will be authorized to use the Services on your behalf and who has the authority to authorize Business User(s) to use the Services on your behalf. Your Administrator will create security codes for you and each Business User, as well as limits on each Business User's authority to access information and conduct transactions. You assume sole responsibility for the actions of your Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Administrator to use the Services. A dual Administrator(s) may also be created for the purpose of requiring oversight of the Administrator.

Your Administrator will need to designate which accounts will be utilized for Service payments and transfers. If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the security code(s) designated by you or your Administrator for that account and the Service in question. Note: This may mean that we will act upon the instruction of only ONE person (e.g., to wire funds), even though the signature card for the account in question requires two or more signatures on checks. If an instruction is accompanied by the designated security codes, the transaction will be deemed authorized by you.

d. You will be required to register your email and/or phone number to access and maintain access to online and mobile banking. This will allow for the delivery of the verification code needed when first registering for Online or Mobile Banking. This second form of identification will be required when the system does not recognize the device, browser or if you recently deleted cookies and cache.

e. User Guides and Security Procedures. We may provide you with a User ID and/or passwords (collectively, a "Security Code") to access the Services. We may also provide you with operating procedures and user guides ("User Guides") in connection with certain Services. You agree to: (a) comply with the User Guides and procedures that we provide to you; (b) take reasonable steps to safeguard the confidentiality and security of the Security Code, the User Guide, and any other proprietary property or information we provide to you in connection with the Services; (c) closely and regularly monitor the activities of employees who access the Services; and (d) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You agree to change the passwords you assign to your employees on a regular basis, but no less frequently than every 90 days. You agree to change your temporary passwords promptly after you are given access to the Services for the first time and whenever anyone who has had access to your Security Code is no longer employed or authorized by you to use the Services. We may require you to change your Security Code at any time. We may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you make a transfer or payment with a Service, you agree that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer or payment order we receive through the Services, even if the order is not authorized by you if it includes your Security Codes or is otherwise processed by us in accordance with our security procedures.

f. Username and Password. Your Username and Password are unique to you. Please do not share these with anyone. If you have forgotten your Username or Password, click the "Forgot Username/Password?" link from the Credit Union's website to reset these login credentials.

g. Use of Your Security Password. You are responsible for keeping your Username, Password, and account information confidential. To protect yourself against fraud, you should adhere to the following guidelines:

 Do not give out your account information, Password, or Username.

 Do not leave your PC unattended while you are in the Credit Union's Online Banking Site.

 Do not leave your device unattended or accessible to another person.

 Never leave your account information within range of others; and

 Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you believe your Password has been lost or stolen, please use the Password change feature within the Security section of Online Banking to change your Password.

h. Minimum System Requirements. To receive and review the Disclosures electronically and conduct electronic transactions through these Services, the following computer system requirements must be satisfied:

 An Internet Service Provider (i.e., AOL, Spectrum, Verizon, etc.).

 Minimum Screen Resolution (1024x768).

 JavaScript enabled.

 Cookies enabled (first- and third-party cookies).

 Pop-up blocker enabled.

 PDF Reader compatible; and

Please be sure you are using the most up to date versions of the browsers listed below.

1. Microsoft Edge

2. Mozilla Firefox

3. Google Chrome

4. Apple Safari

In addition, you must have and maintain a printer capable of printing any Disclosures that are e-mailed to you and/or made available on our website. In the alternative, you must have and maintain the ability to electronically save and visually display on your computer screen any Disclosures that are e-mailed to you and/or made available on our website. You understand that we do not make any warranties on equipment, hardware, software, Internet service provider, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose.

i. Equipment. You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems, and computers. You agree to use equipment that is compatible with our programs, systems, and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY,

WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU. You agree to notify us promptly if any software or equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment.

You agree to comply with the terms of any software license(s) provided to you in connection with the Services. You may not transfer, distribute copy, reverse compile, modify or alter such software. Unless otherwise agreed by us in writing, the computer programs, Service guides, security procedures, software and systems provided to you in connection with the Services represent our proprietary property and must be returned to us upon request.

j. Service Fees. We may amend our Service pricing from time to time. Certain prices are subject to change without prior notice. Special or additional Services performed at your request will be subject to additional terms and fees.

In addition to the Service Fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by us). You also are responsible for the costs of any communication lines and any data processing charges payable to third parties.

4. SERVICES

A. ONLINE BANKING SERVICES

Transactions Available with online Services.

You may use your Services to perform the following transactions:

 Obtain a loan advance from your Line of Credit by transfer to another Credit Union account.

 Obtain a cash advance from your credit card by transfer to another Credit Union account.

 Transfer funds to/from your Share, Checking, or Money Market Accounts.

 Transfer funds from your account to another Member’s account.

 Transfer funds from a Share, Checking, or Money Market to make loan or credit card payments.

 Schedule transfers from your account to another account or loan.

 All transactions may be subject to later verification by the Credit Union.

 Remit payments using the bill payment service.

You may print a record of any individual transaction conducted through the Online Banking Service at any time after the transaction is completed.

B. BILL PAYMENT SERVICE

Bill Payment Service Definitions

The following definitions apply to this Bill Payment Service Section:

“Bill Payment Service” means the bill payment service offered by Valley Strong Credit Union through a vendor we have contracted with.

“Payee” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills.

“Payment Instruction” is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

“Payment Account” is the checking account from which bill payments will be debited.

“Billing Account” is the checking account from which all Service fees will be automatically debited.

“Business Day” is every Monday through Friday, excluding Federal Reserve holidays.

“Scheduled Payment Date” is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited unless the Scheduled Payment Date falls on a non-Business Day in which case it will be the previous Business Day.

“Due Date” is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period.

“Scheduled Payment” is a payment that has been scheduled through the Service but has not begun processing.

Use of Online Bill Payment

Through Online Banking Services, you can access online bill payment that will allow you to electronically pay third parties. Your use of the Online Bill Payment Service is governed by this Agreement. Bill payments you schedule with the Online Bill Payment Service will be debited to your deposit account in accordance with the Payment Instructions to the Online Bill Pay Service.

Payment Scheduling

The earliest possible Scheduled Payment Date for each Payee (typically four (4) or fewer Business Days from the current date) will be displayed when you are scheduling the payment.

Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

No Guarantee

Due to circumstances beyond the control of the Bill Payment Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. It is your responsibility to ensure that your Scheduled Payment Date allows for sufficient time for any payment to be credited to your account with the Payee.

Payment Authorization and Payment Remittance

By providing the Bill Payment Service with names and account information of Payees to whom you wish to direct payments, you authorize the Bill Payment Service to follow the Payment Instructions that it receives through the payment system. To process payments more efficiently and effectively, the Bill Payment Service may edit or alter payment data or data formats in accordance with Payee directives. When the Bill Payment Service receives a Payment Instruction, you authorize the Bill Payment Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Bill Payment Service to credit your Payment Account for payments returned to the Bill Payment Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Bill Payment Service. The Bill Payment Service will use its best efforts to make all your payments properly. However, the Bill Payment Service shall incur no liability shall be void if the Bill Payment Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Bill Payment Service, your Payment Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft account.

2. The payment processing center is not working properly, and you know or have been advised by the Bill Payment Service about the malfunction before you execute the transaction.

3. You have not provided the Bill Payment Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,

4. Circumstances beyond the control of the Bill Payment Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper

execution of the transaction and the Bill Payment Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Bill Payment Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Bill Payment Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

Payment Methods

The Bill Payment Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment.

Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Bill Payment Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

Stop Payment Requests

The Bill Payment Service's ability to process a stop payment request will depend on the payment method and whether a check has cleared. The Bill Payment Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Member Services. Although the Bill Payment Service will try to accommodate your request, the Bill Payment Service will have no liability for not being able to do so. The Bill Payment Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable Business Schedule of Fees as provided on our website.

Prohibited Payments

Payments to Payees outside of the United States or its territories are prohibited through the Bill Payment Service.

Exception Payments

"Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including without limitation stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property), tax payments and court ordered payments. Exception Payments may be scheduled through the Bill Payment Service; however, Exception Payments are discouraged and must be scheduled

at your own risk. In no event shall the Bill Payment Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Bill Payment Service has no obligation to research or resolve any claim resulting from an Exception Payment. All research and resolution for any misapplied, mis-posted, or misdirected payments will be the sole responsibility of you and not of the Bill Payment Service.

Bill Delivery and Presentment

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

Information provided to the Payee – The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Bill Payment Service may, at the request of the Payee, provide to the Payee your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about Service and/or bill information.

Activation – Upon activation of the electronic bill feature the Bill Payment Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data – Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your username and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification – The Bill Payment Service will use its best efforts to present all your electronic bills promptly. In addition to notification within the Bill Payment Service, the Bill Payment Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Payment Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification – The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Bill Payment Service will notify your electronic Payees(s) as to the change in status of your account and it is your sole responsibility to plan for an alternative form of bill delivery. The Bill Payment Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) – You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and dispute of electronic bill – The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly. This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions.

2. Where it is necessary for activating additional services.

3. To verify the existence and condition of your account to a third party, such as a credit bureau or Payee.

4. To a consumer reporting agency for research purposes only.

5. To comply with a governmental agency or court orders; or,

6. If you give us your written permission.

Failed or Returned Addresses

In using the Bill Payment Service, you are requesting the Bill Payment Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Bill Payment Service.

In such case, you agree that: 1. You will reimburse the Bill Payment Service immediately upon demand the transaction amount that has been returned to the Bill Payment Service; 2. For any amount not reimbursed to the Bill Payment Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed; 3. You will reimburse the Bill Payment Service for any fees imposed by Valley Strong as a result of the return; 4. You will reimburse the Bill Payment Service for any fees it incurs in attempting to collect the amount of the return from you; and, 5. The Bill Payment Service is authorized to report the facts concerning the return to any credit reporting agency.

Changes to Payment Account

Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's user help guides. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Bill Payment Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Bill Payment Service, you may have the ability to do so through the product, or you may contact Member Service via one of the following: 1. Telephone us at 661-833-7900 or 800-221-3311 during Business hours; and/or 2. Write us at: Valley Strong Credit Union P.O. Box 9506 Bakersfield, CA 93389.

Any payment(s) the Bill Payment Service has already processed before the requested cancellation date will be completed by the Bill Payment Service. All Scheduled Payments including recurring payments will not be processed once the Bill Payment Service is cancelled. The Bill Payment Service may terminate or suspend service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Payee Limitations

The Bill Payment Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Bill Payment Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an Exception Payment under this Agreement.

Returned Payments

In using the Bill Payment Service, you understand that Payees and/or the United States Postal Service may return payments to the Bill Payment Service for several reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Bill Payment Service will use its best efforts to research and correct the returned payment and return it to your Payee or void the payment and credit your Payment Account. You may receive notification from the Bill Payment Service.

Information Authorization

Your enrollment in the Bill Payment Service may not be fulfilled if the Bill Payment Service cannot verify your identity or other necessary information. To verify ownership of the Payment Account(s) and/or Billing Account, the Bill Payment Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account and require confirmation of such from you. (This text may be removed for Members who do not offer this functionality.) Through your enrollment in the Bill Payment Service, you agree that the Bill Payment Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Bill Payment Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

Disputes

In the event of a dispute regarding the Bill Payment Service, you and the Bill Payment Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Bill Payment Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Bill Payment Service relating to the Bill Payment. If there is a conflict between what a team Member of the Bill Payment Service or Member Business Services Department says and the terms of this Agreement, the terms of this Agreement will prevail.

C. MOBILE BANKING SERVICE

This Section and Agreement sets forth the terms and conditions that apply to your access and use of Credit Union's Mobile Banking Services and mobile application (the "Mobile App") (collectively, referred to as the "Mobile Banking Service") provided by Credit Union. Your use of the Mobile Banking Service will be deemed further evidence of your agreement to these terms.

PLEASE READ THIS MOBILE BANKING SERVICE SECTION CAREFULLY BEFORE ACCESSING OR USING THE MOBILE BANKING SERVICE VIA THE MOBILE APP. DO NOT USE THE MOBILE BANKING SERVICE IF YOU DO NOT AGREE TO THE TERMS OF THIS SECTION AND/OR AGREEMENT.

BY ACCESSING OR USING THE MOBILE BANKING SERVICE OR OTHERWISE ACKNOWLEDGING YOUR CONSENT, YOU REPRESENT THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT IN ITS ENTIRETY AND ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING YOUR USE OFTHE MOBILE APP. THIS AGREEMENT MAY BE AMENDED BY POSTING A NEW VERSION TO THE MOBILE APP, WHICH VERSION WILL BE EFFECTIVE UPON POSTING AND YOUR CONTINUED USE OF THE MOBILE BANKING SERVICE.

Mobile Banking Services may vary depending on the method of mobile banking the Credit Union offers and the method the Member selects. Using an appropriate mobile phone, tablet, or similar device, you will be able to use the Valley Strong Credit Union's Mobile Banking

Services by downloading the Mobile App from the appropriate application store for your device.

Additional Transactions Available with Mobile Banking Services

In addition to the transactions listed in the Online Banking and Bill Payment Section, you may use your Mobile Banking Services to perform the following transactions:

- Deposit a check using Remote Deposit Capture Service
- Select Cash Management Services
- Locate Credit Union branches and ATM(s).

All transactions may be subject to later verification by the Credit Union.

Prerequisites

To access the Mobile Banking Services, you must use a mobile device with a certified mobile carrier and your device must be Internet-enabled and connected to the Internet through a mobile communications service provider. We do not guarantee functionality of the Mobile Banking Service on all mobile devices, on all communication networks, in all geographic regions, or always. The Mobile Banking Service is not certified to operate for users trying to access it while outside the United States. We are authorized to act upon instructions we receive with respect to the Mobile Banking Service under your Username and Password, and you are liable for all transactions made or authorized with the use of your Username and Password. We have no responsibility for establishing the identity of any person who uses your Username and Password. You agree that if you give your Username and Password to anyone or fail to safeguard its secrecy, you do so at your own risk.

To access the Mobile Banking Service, your mobile device must be enabled to receive and transmit data and must include texting functionality and allow up to 160 characters (including spaces) in a single message and Internet access. Also, you must ensure that your cell phone carrier is not blocking short codes. You understand that you are responsible for ensuring the security of your mobile device, including locking the device when it is not in use, logging off the Mobile Banking Service after completing your session, and promptly installing security software updates when available. You agree not to install software that you are unfamiliar with on your mobile device. You acknowledge that your mobile device may become subject to unauthorized tracking, “hacking,” or other manipulation by spyware, viruses, or other malicious code, and you understand that your use of the mobile device and related software is at your own risk.

Implementation

Valley Strong Credit Union and/or its third-party service provider will provide implementation services for the Service. Your access to the Mobile Banking Service will be blocked in the event my Username and Password are entered incorrectly after consecutive failed attempts. If this happens, please contact the Credit Union at (800) 221-3311 during regular business hours.

Changes to the Authorized Service

The Mobile Banking Service may be modified from time to time for purposes including, but not limited to, ensuring compatibility with mobile devices that may be offered in the future, and protecting the security of the Mobile Banking Service.

Representations and Warranties

When you use the Mobile Banking Service to access your accounts, you make the following representations and warranties to the Credit Union:

 All information you provide us in connection with the Mobile Banking Service is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating the Service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

 You are an authorized user of the mobile device you will use to access the Mobile Banking Service.

 You will not copy, reproduce, distribute, or create derivative works from any content delivered to you through the Mobile Banking Service. You will not reverse engineer or reverse compile any Mobile Banking Service technology, including, but not limited to, any software or other mobile phone applications associated with the Mobile Banking Service.
 You will not give or make available your Username or Password, or other means to access your account to any unauthorized individuals. You are responsible for transfers or other transactions you authorize using the Mobile Banking Service. If you permit other persons to use your mobile device, the Username, and/or Password, or other means to access the Mobile Banking Service, you are responsible for any transactions they authorize.

Terms and Conditions for Mobile Banking Services

By using the Mobile Banking Service, you acknowledge that you have reviewed and agree to the terms and conditions of the Mobile Banking Service under this Agreement. You also agree that the Credit Union is not responsible for messaging charges assessed by your mobile carrier for the use of Mobile Banking Services.

Mobile Banking Device Acknowledgement

You hereby activate your mobile device/phone for Valley Strong Credit Union's Mobile Banking Service. To remain eligible for the Mobile Banking Service, you must adhere to the requirements of this Agreement.

Agreement with Licensor and End User Terms

1. General. Access to your financial institution's services via your mobile device is powered by the mobile technology solution owned by Electronic Insight (the "Licensor"). The Licensor is not the provider of any of the financial services available to you through the Software (defined below), and the Licensor is not responsible for any of the materials, information, products, or services made available to you through the Software.
2. Ownership**.** You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software"). By accessing the Software or using the services powered by the Software, you agree to be bound by these End User Terms, which constitute your agreement with Electronic Insight.
3. License. Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Agreement are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you or the Licensor. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or otherwise in your possession or control.
4. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
5. Updates. The terms of this Agreement will govern any updates that replace and/or supplement the original Software unless such update is accompanied by a separate license in which case the terms of that license will govern.
6. Consent to Use of Data. You agree that the Licensor may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, which is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, if it is in a form that does not personally identify you, to improve its products or to provide services or technologies.
7. Export Restrictions. You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. But without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent

and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missiles, or chemical or biological weapons.

8. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
9. Miscellaneous. This Agreement with Licensor constitutes the entire agreement between you and the Licensor concerning the subject matter hereof. This Agreement with Licensor will be governed by and construed in accordance with the laws of the state of California, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement with Licensor is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement with Licensor are subject to the exclusive jurisdiction of the courts of California and you expressly consent to jurisdiction and venue thereof and therein. This Agreement with Licensor and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

User Security

We are entitled to act on transaction instructions received using your Login Credentials and other uniquely identifying access information (such as your mobile device identifiers) (collectively, the “Mobile Security Procedures”), and you agree that the use of the Mobile Security Procedures will have the same effect as your signature authorizing the transaction. You agree that these Mobile Security Procedures and the Security Procedures associated with the Agreement, constitute commercially reasonable Mobile Security Procedures under applicable law for the initiate of the services you utilize via the Mobile App, including without limitation, transfers, and access to confidential information. In reaching this conclusion, you have considered the size, type, and frequency of transfers or other communications that you anticipate issuing through the Mobile App. If in your judgment these Mobile Security Procedures are not commercially reasonable or circumstances change so that you believe the Mobile Security Procedures are no longer commercially reasonable, you must notify us within fifteen (15) calendar days or the date you sign and accept this Agreement. You agree to take every precaution to ensure the safety, security, and integrity of your account and transactions using the Mobile App. You agree not to leave your mobile device unattended while logged into the Mobile App. You agree to log off immediately at the completion of each access of the Mobile App. You agree not to provide your user ID or other access information to any unauthorized person. If you permit other persons to use your mobile device, login information, or other means to access the Mobile App, you are responsible for transactions they authorize and will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your account.

You agree that your access to the Mobile App is like accessing your account(s)via the internet. As such, you should be cautious in the use of the system.

You agree to treat all access codes the same way you treat your personal identification numbers (PIN) of a debit card. Do not write the numbers down.

If Credit receives any instructions via the Mobile App after you have placed proper authentication information through the system using the Mobile Security Procedures, the Credit Union will treat those transactions as your authorized transactions. You are responsible for the accuracy of your instructions.

You should not provide any Mobile App access information, including the Mobile Security Procedures, to anyone. You are responsible for keeping your access information confidential. If you permit other persons to use your mobile device and/or other means to access the Mobile App, you are responsible for any transactions he/she authorizes.

You understand the importance of your role in preventing misuse of your account(s)through the Mobile App and you agree to promptly review your statements for each of your account(s) as soon as you receive it.

You should immediately report any abnormalities or fraud in your account(s). You should safeguard your mobile device and codes used to access your account(s).

You agree not to leave your mobile device unattended while logged into the Mobile App and to log off immediately upon completion of such access.

If you believe your mobile device, user ID, password, or other approved access information has been lost or stolen, or that someone has transferred or may transfer funds from your account(s), without your authorization, CONTACT US AT ONCE AT 661-833-7900 or 800-221-3311.

Your Responsibilities Regarding the Use of Mobile Banking Services

You bear the risk of using the Mobile Banking Services, including the risk of erroneous and fraudulent transactions and the risk of all transactions using your user ID and password, and your liability for any such transactions is unlimited. Unless otherwise required by applicable law, we are responsible only for performing the services as delineated in this Section and Agreement. We will not be liable to you for failure to make a requested transfer or otherwise in the instances set forth, above. If the transaction is made using your user ID and password, or using your mobile tablet or device, the transfer will be treated as your authorized transaction. You agree to keep your password secure and strictly confidential, instruct each Administrator or User with whom you give your password that he or she is not to disclose it to any unauthorized person, and immediately notify Credit Union and select a new password if you believe your password may have become known by an unauthorized person. Credit Union will not be liable to you for any unauthorized payment or transfer made using your password, tablet, or device that occurs before you have notified us of unauthorized use and Credit Union has had a reasonable opportunity to act. Credit Union has the right to suspend or cancel your username or password even without receiving such notice from you, if Credit

Union suspects that your information, tablet, or device is being used in an unauthorized, fraudulent, or illegal way.

You agree that Credit Union may send notices and other communications, including passcode confirmations, to the current address or email address shown in Credit Union's records, whether that address includes a designation for delivery to the attention of a particular individual. You further agree that Credit Union will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.

You are responsible for all transactions performed by you and any authorized signers whether you specifically authorize the transactions or not. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

Disclaimer

CREDIT UNION MAKES NO REPRESENTIONS OR WARRANTIES IN CONNECTION WITH THE MOBILE BANKING SERVICE WHICH IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CREDIT UNION HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIEDWARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH RESPECT TO THE MOBILE BANKING SERVICES, AND ANY THIRD-PARTY WEBSITE OR SERVICE. CREDIT UNION DOES NOT WARRANT THAT THE MOBILE BANKING SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE MOBILE BANKING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT TRANSMISSIONS OR DATA WILL BE SECURE, OR THAT THE MOBILE BANKING SERVICES, OR THE SERVER(S) THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CREDIT UNION DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF MOBILE BANKING SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT,INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING,BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OROTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE MOBILE BANKINGING SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS MOBILE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

Credit Union will not be responsible for any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, terrorism, wars, strikes or other labor disputes, fires, transportation

contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes or any other occurrences which are beyond the Credit Union's reasonable control.

You are responsible for taking and maintaining security precautions to protect your mobile device and its data. You agree that Credit Union is not responsible for any electronic virus, spyware, or malware that you may encounter using the Mobile App. Credit Union encourages you to routinely scan your mobile device using any up-to-date, reliable virus, spyware, and malware protection product to detect and remove any virus, spyware, and malware found. Undetected or unrepaired, a virus, spyware, or malware may corrupt and destroy your programs, files and even your hardware. You are responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems and mobile device, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Credit Union is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems or accessed through and data connection**.**

Limitation of Liability

IN NO EVENT WILL CREDIT UNION OR ANY OF ITS OFFICERS, DIRECTORS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT, OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), INDIRECT, INCIDENTIAL, SPECIAL, OR PUNITIVE DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE MOBILE BANKING SERVICES, THE INABILITY TO USE THE MOBILE BANKING SERVICES, ANY MERCHANDISE OR SERVICES PURCHASED OR OBTAINED THROUGH THE MOBILE BANKING SERVICES, OR ANY MESSAGES RECEIVED VIA THE MOBILE BANKING SERVICES OR ANY TRANSACTION THEREUNDER, EVEN IF CREDIT UNION HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY FOR CREDIT UNION AND OUR THIRD-PARTY SERVICE PROVIDERS UNDER THIS AGREEMENT SHALL NOT EXCEED ONE THOUSAND DOLLARS.

No Extension of Credit

If any service provided through the Mobile App involves a debit to any of your accounts or any other account you maintain with us, you must have on deposit in such accounts sufficient to enable us to make the debit. Nothing in this Agreement will constitute or be deemed a commitment by us to extend credit to you or to grant to your "overdraft" privileges. We will not have any obligation to make any funds available to you to affect any payment being made by you or to enable you to use any one or more of the services. Any obligation to extend credit to you or otherwise make funds available to you shall be set out in a separate agreement executed to Credit Union through a person authorized to make credit decisions on Credit Union's behalf. **D. WIRE TRANSFER SERVICE**

From time-to-time you may desire to initiate a fund transfer from authorized accounts held at the Credit Union. These fund transfers requests are called payment orders in this Fund/Wire Transfer Section. This Section and Agreement governs all payment orders you give us. You agree to assume liability for these transactions to the extent permitted under applicable state law. This Section and Agreement governs the procedures and responsibilities concerning payment orders initiated by the Account Owner through the credit Union named in this Agreement.

This Section and Agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers as adopted in the state of California. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution, or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person, or account other than the one named. You agree to be bound by ACH Rules. These ACH Rules provide, among other things that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403 (a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

Definitions

In this Section, the words, “Account Owner,” "you," "your," and "yours" mean the Member business subject to this Agreement. The words "we," "us," and "our" mean the Credit Union that signs this Agreement. The word "Account" means any account or accounts designated on this Agreement. “Wire Authorization” shall mean your authorization designated on the Credit Union’s forms, fully completed, and delivered to the Credit Union, and any supplement or amendment thereto. “Authorized User” shall mean the individual(s), if any, which you authorize or set by the Administrator. “Beneficiary” shall mean the person to be paid by a funds transfer you initiate. “Payment Account” shall mean each deposit account maintained in your name at the Bank. “Fedwire” shall mean the funds transfer system owned and operated by the Federal Reserve Bank that is used primarily for the transmission and settlement of payment orders governed by the Fedwire Regulation. ” Fedwire Regulation” shall mean Subpart B of Regulation J of the Board of Governors of the Federal Reserve System, as amended from time to time. “Payment Order” shall mean an instruction to the Credit Union, from or in your name, to pay a fixed or determinable amount of money to a Beneficiary. “Wire Security Procedures” shall mean those procedures (i) specified in the Wire Authorization; (ii) included in this Agreement; or (iii) as otherwise agreed by you and us for transmitting Payment Orders to the Credit Union and for verifying such Payment Orders upon receipt by us, as such procedures may be amended to supplemented from time to time by the Credit Union. The terms used in this Section have the meaning given to them in Article 4A of the Uniform Commercial Code.

Account Owner Liability

In submitting any Payment Order, Account Owner shall be responsible for providing all necessary information required by Credit Union. Credit Union's funds transfer services are only designed to respond to information provided by Account Owner. Accordingly, any inaccuracy in information provided by Account Owner may result in an unintended transfer of funds. Credit Union bears no responsibility and shall not be liable to Account Owner for any information provided by Account Owner in a Payment Order, which is inaccurate, incomplete, or otherwise incorrect. Credit Union and any other party executing or receiving a Payment Order, including the Beneficiary's Credit Union, may rely on the number in the Payment Order that identifies the Beneficiary and on any numbers that identify the Beneficiary's Credit Union and any intermediate financial institutions identified in the Payment Order, even if such numbers do not correspond to the name of the Beneficiary or the financial institution. Credit Union and any other receiving financial institution have no obligation to determine whether a name and number identify the same person or institution. Account Owner acknowledges that payment of a Payment Order might be made by the Beneficiary's Credit Union based on an identifying or Credit Union account number even if it identifies a person different from the named Beneficiary. With respect to incoming wire transfers that do not include an account number recognizable to Credit Union, the Credit Union may return the wire transfer to the sending financial institution without incurring any liability to Account Owner.

Certain wires may require additional information from you. If the Credit Union requires additional information to complete a wire because of legal or regulatory restriction on the transmission of the wire, you agree that the Credit Union may suspend processing of the wire until this additional information is provided. This information may include, but is not limited to: (i) the purpose of the wire, (ii)additional identifying information on the recipient of the wire, (iii) information regarding the principals, owners, or management of the recipient, or (iv) any information required to comply with regulatory obligations imposed upon the Credit Union including those promulgated by the Office of Foreign Asset Control ("OFAC"). We may also reject a Wire Request in the event we have reason to believe that a law or regulation would prevent the completion of the Wire Request or if any intermediary or transfer agent rejects the Wire Request. The Wire Request may also be delayed due to regulatory concerns of Credit Union, an intermediary, or a transfer agent. In such cases, then we may reject the Wire Request or suspend processing of the Wire Request until you provide additional information, such as identifying information on recipients.

Credit Union may reject a Payment Order (either incoming or outgoing orders, or both) from Customer if such Payment Order is not initiated in accordance with the applicable Wire Security Procedures, if there is any inconsistency between a Payment Order and information previously supplied to Credit Union, if Credit Union is unable to obtain confirmation of such Payment Order satisfactory to Credit Union, if there are insufficient collected funds in Customer's specified account to fund the Payment Order, or if Credit Union has other reasonable grounds not to honor the Payment Order. Credit Union will notify Customer of any Payment Order rejection by telephone, facsimile, electronic mail, or other commercially reasonable method. Credit Union shall have no liability to you or any third party by reason of the fact that such notice is not given at an earlier time than that provided for herein. If we do not execute your Wire Request, we shall not be liable to you or any third party for any damages, losses, liabilities, expenses, or costs.

We have no obligation to execute a Wire Request that results in an overdraft. Should the deduction for the transfer create an overdraft, Account Owner hereby authorizes us to deduct

these payments from Account Owner designated account even if they create an overdraft, or from any other account Account Owner maintains with us. Account Owner will be responsible for any overdraft amounts and will be assessed any non-sufficient funds charge or overdraft fees per Credit Union's Fee Schedule for business accounts. Account Owner authorizes us to debit any account Account Owner maintains at the Credit Union and to offset any amount we owe Account Owner to obtain payment of Account Owner obligation under this Agreement. If a payment may create an overdraft, the Credit Union may proactively transfer funds from another account to cover the overdraft. The Credit Union does not have to draw the payment account into overdraft status prior to making the offset.

The rights and obligations of Account Owner and Credit Union with respect to any funds transfer which is carried out through Fedwire shall be governed by the Fedwire Regulation.

Online Wiring Instructions

Account Owner may enter wiring instructions electronically while logged in to Online Banking Services. When you enter a Wire Request, you will be required to provide us information about the other account to which you will be transferring funds, including:(i) the name of the person or business entity on the account and the physical address of the recipient; (ii) the account number of that account; and (iii) the name and identifying or routing number of the depository institution at which that account is maintained.

We reserve the right to (a) oversee a wire transfer in such order as is selected by us, at our sole discretion; and (b) reject or delay our acceptance and/or execution of a wire transfer if we determine that the wire transfer instruction is unclear, incomplete, or otherwise unsatisfactory to us. We shall have no obligation or responsibility to detect errors contained in the Wire Request received.

Cancellation or Amendment of an Online Wire Request

Account Owner shall have no right to cancel any Payment Order after its receipt by Credit Union. Credit Union shall, however, use reasonable efforts to act on request by Customer for cancellation of a Payment Order prior to execution by Credit Union of such Payment Order, provided such request complies with the Wire Security Procedures. Credit Union shall have no liability if such cancellation is not completed. Account Owner shall reimburse Credit Union for any expenses, losses or damages Credit Union may incur in effecting or attempting to effect Account Owner's request for the cancellation of any Payment Order.

Notice of Returned Wire Transfer Requests

Credit Union shall notify your authorized representative of the receipt of a returned wire transfer request from the Federal Reserve (or other intermediary which we utilize) no later than two (2) Business Days after the Business Day of such receipt. At our discretion, this notification may be given by phone, fax, mail, or email to such authorized representative.

Erroneous Request

You acknowledge and agree that when you provide Credit Union with a name and account number when requesting a wire transfer, that payment may be made solely based on the

account number even if the account number identifies a Beneficiary different from the Beneficiary named by you. You furthermore agree that your obligation pay the amount of the wire transfer to Credit Union is not excused in the circumstances. Likewise, wire transfers received by Credit Union for your benefit may be paid by Credit Union solely based on account number. You agree that Credit Union shall not be responsible for any delay arising out of Credit Union's attempt to reconcile inconsistencies between name and account number, or otherwise investigate suspected irregularities**.**

Provisional Payment

Any credit the Credit Union gives to you for a wire transfer is provisional until Credit Union receives final payment for the amount of the wire transfer. If Credit Union does not receive final payment for the wire transfer, you must pay the Credit Union the amount of the transfer.

Delayed Availability of Funds

Credit Union reserves the right to delay the availability of funds for deposit without prior notice if, in its sole discretion, the Credit Union deems itself at financial or legal risk for any or all services performed under this Agreement.

Erroneous Wire Transfer

If you think a wire transfer is wrong or need more information about a wire transfer, you must contact Credit Union in writing upon discovery of the error in accordance with your other agreements or within fourteen (14) days after Credit Union sends you the first notice or statement which has a discrepancy, whichever is earlier. Failure to do so will relieve Credit Union of any obligation to pay interest on or otherwise compensate you for the amount of an unauthorized or erroneous wire transfer. If you fail to perform either of these duties with respect to an erroneous payment and Credit Union incurs a loss because of such failure, you are liable to Credit Union for the amount of the loss not exceeding the amount of the wire transfer or discrepancy in question.

Security Procedures for Wire Transfer Services

You agree that our Wire Security Procedures stated in this Section are commercially reasonable. You agree that more restrictive Wire Security Procedures could be offered, but considering the burden of additional Wire Security Procedures, you have carefully considered the Wire Security Procedures and considering the risks that you assume under this Section, they are reasonable procedures to protect against unauthorized access to the Wire Transfer Services.

Credit Union and the Account Owner will follow the Wire Security Procedures to detect unauthorized Payment Orders prior to execution of such Payment Orders by Credit Union. The Wire Security Procedures are designed solely for the purpose of verifying the origination of Payment Orders and not for the detection of errors. The Wire Security Procedures offered by Credit Union are available only if Account Owner transmits Payment Orders directly by electronic means. Access to funds transfer services may be controlled using User IDs, passwords, and other security devices. If such a Wire Security Procedure is so assigned or

otherwise offered, Account Owner shall use or cause such security device to be used when submitting all Payment Orders to Credit Union. If such a security device is so assigned or offered and a Payment Order uses the identifying number, code or other security device, Credit Union may rely solely on the security device as conclusive identification of the sender. Account Owner is solely responsible for maintaining its own internal security and agrees to use the utmost care in selecting any company or individual given access to use this Wire Transfer Service. Account Owner shall not disclose any information regarding the Wire Transfer Service or the Wire Security Procedures that an unauthorized user would find helpful to obtain access to the Wire Transfer Service. If a Payment Order received by Credit Union purports to have been transmitted or authorized by Account Owner and Credit Union has acted in compliance with the Wire Security Procedures with respect to such Payment Order, such Payment Order shall be deemed effective as Account Owner's Payment Order, and Account Owner shall be obligated to pay to Credit Union the amount of such Payment Order. You acknowledge that we reserve the right to change our Wire Security Procedures from time to time.

Representations and Warranties

Account Owner and we each represents and warrants to the other, as of the date this Agreement is entered into and at the time any Service is used or performed, that: (a) itis validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and each Service used or performed by it; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service used or performed by it has been obtained. We make no representation or warranty, express or implied, and disclaims all warranties as to the merchantability, fitness for a particular purpose or suitability of any services for Account Owner, or as to the compatibility of our software, equipment, or communication interfaces with those of Account Owner.

Liability and Indemnification

By submitting a wire transfer, Account Owner acknowledges and agrees that the Wire Security Procedures are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we provide to you in compliance with these procedures.

Account Owner acknowledges that the fees for the wire transfer services are small in relation to the amounts of transfers initiated and consequently our willingness to provide such services is based on the liability limitations contained here. In addition to greater limitations on our liability that may be provided elsewhere, our liability related to the wire transfer services shall be limited exclusively to actual proven damages arising directly from our own gross negligence or willful misconduct.

If we fail or delay in making a transfer pursuant to Account Owner’s instructions, or if we make a transfer in an erroneous amount, unless otherwise required by law or otherwise provided in this Agreement, our liability is limited to interest on the amount we failed to timely pay or transfer, calculated using a rate equal to the average Federal Funds rate at the Federal

Reserve Bank for the period involved. We may make such payment of interest either to Account Owner or to the intended Beneficiary, but in no event will we be liable to both parties. Payment to either party will discharge any obligation to the other. If we conduct a transfer in an erroneous amount that exceeds the amount per Account Owner's instructions, or if we permit an authorized transfer after we have reasonable opportunity to act on your instructions, our liability will be limited to a refund of the erroneously transferred amount, plus interest thereon, from the date of the transfer to the date of the refund. In no event shall this payment of interest exceed 60 days' interest.

Notwithstanding the foregoing, we will not, under any circumstances, be liable for special, incidental, indirect, consequential, punitive, or similar losses or damages, whether or not the likelihood of such losses or damages was known by either party at the time you first obtain wire transfer services from us or at the time any instruction or order is given to you, pursuant to this Service, and whether such losses or damages arise from tort, contract, or otherwise. Further, we shall not be liable for any losses or damages caused, in whole or in part, by the action or inaction of you, or any agent or employee of Account Owner, whether such action or inaction constitutes negligence of a breach of this Agreement or any wire instructions. We shall not be liable for any damage, cost, loss, liability, or delay caused by accident, strike, fire, flood, war, riot, equipment breakdown, electrical or mechanical failure, acts of nature, or any cause which is attributable to a third party, which was beyond our control.

Account Owner agrees that the fees charged for the performance of the wire transfer services shall be deemed to have been established in contemplation of these liability limitations.

You are liable for any loss or damage resulting from your breach of this Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by your current and/or former Authorized Users. Such liability includes, but is not limited to, instances when a current or former Authorized User effects one or more wire transfers to our detriment, or when unauthorized transactions is affected through Online Banking Services.

Discrepancies

You shall promptly notify us in writing of any error in connection with the wire transfer services and any discrepancies between any records maintained by you and any notice you receive from us with respect to the wire transfer services. You shall, within a reasonable time, which in no event shall be greater than thirty (30) calendar days from the date we first mail or make the information available to you, notify us of any transaction or transfer you believe to be unauthorized. You agree that the failure to report any discrepancies or unauthorized transaction in accordance with this Section shall relieve us from any liability for such unreported erroneous or unauthorized transaction.

Compliance

You shall comply with all laws, rules, and regulations in connection with Wire Transfer Services. You agree to be bound by such rules and agree not to initiate or receive a wire transfer Payment Order in violation of international, federal, state, and local laws and regulations including, without limitation, the regulations promulgated by OFAC. To the extent permissible under applicable law, you shall be responsible for and shall fully indemnify us for

all fines and assessments imposed on us because of any infraction or violation of such rules caused by or directly attributable to you.

Disclosure

You acknowledge that we may have certain legal recordkeeping and reporting requirements with respect to services and consents to our disclosure to governmental authorities of information concerning you and services provided to you, which we believe to be appropriate or necessary to fulfill such legal requirements.

Collection Costs

Should we have to undertake any action to recover any amount due under this Section, including without limitation, fees, overdrafts, or overpayment, you will be liable to us for the cost of such effort plus reasonable attorney fees in any court action or appeal there from if awarded by a court of competent jurisdiction.

Changes to Security Procedures

The security procedures may be changed by amendment to this Agreement. The Agreement may not be changed by an oral agreement or by a course of dealing or custom.

Notice

Notice to any Account Owner is considered notice to all Account Owners.

E. AUTOMATED CLEARING HOUSE ("ACH") SERVICES

ACH payment services ("ACH Services") allow you to make or collect payments through the ACH payment system by means of debit/credit payment type entries (each of which an "Entry" and if more than one, "Entries") from your business deposit account.

By agreeing to use the ACH Services, you appoint us to act as your originating depository institution in order to transmit debit and/or credit Entries (i.e., requests on prescribed media and format for the transfer of money to and from the accounts of bank depositors ("Receivers") maintained at financial institutions participating in the ACH Network ("ACH Network")(each, a "Participant")) initiated by you (as an "Originator") to the ACH Network as provided in the ACH Rules and this Section.

Your approval for use of the ACH Services may be subject to underwriting criteria established by us from time to time. If we require application of underwriting criteria prior to your approval for use of the ACH Services, we will communicate to you the nature and content of that criteria and the information you will be required to provide to us. You agree to provide us with such financial, business, and operating information as we may request with our underwriting and approval process. We may require a personal guarantee of a principal or an owner of a company for use of the ACH Services.

If you are approved for our ACH Service, you agree to comply with the Operating Rules of the National Automated Clearing House Association ("NACHA") (collectively, the "Rules"), as amended from time to time. You may obtain a copy of the Rules by contacting Valley Strong Credit Union, P.O. Box 9506, Bakersfield, CA 93389-9506, by calling (800) 221-3311 or by going to www.nacha.org.

You agree to comply with and be bound by the current ACH Rules in existence which may be amended from time to time. Your duties set forth in this Agreement in no way limit your obligation to comply with the ACH Rules. Any fines or liabilities imposed against us for a violation of the ACH Rules caused by an action and/or inaction by you may be assessed against you, in our sole discretion. Costs associated with ACH Rules publications and/or association membership will be your responsibility. If you utilize third-party vendors or processors, you shall take such measures as may be necessary to ensure compliance with the ACH Rules by such vendors and processors. We may require such vendors or processors to execute standard agreements with the Bank and you acknowledge that we have no obligation to accept Entries from such vendors or processors until they execute an agreement, in form acceptable to the Credit Union regarding the services they will provide.

We shall establish, in our sole discretion, the maximum number of Entries to be transmitted by you, and we may change such maximum amount in our sole discretion, with or without notice to you. If you transmit Entries to us more than such specified maximum amount, we shall have no obligation to accept such Entries and will have no liability for our failure to process such.

It is important to note that we have the right as an Originating Depository Financial Institution ("ODFI") to terminate or suspend an Originator for breach of the ACH Rules. Upon reasonable notice from us to you, we shall have the right to inspect your books and records and to make on-site visits to all your locations regarding all information deemed by us to be necessary or pertinent to your use of ACH Services provided by us under this Agreement. Information subject to our right of inspection shall include all information maintained by you with respect to your customers, clients, vendors, and processors (including audits) if, in our opinion, your relationship with such customers and clients is materially related to your ACH transaction activity conducted through us under this Agreement. Physical site visits may be conducted to ensure notification and communication processes and disclosure requirements set forth in the ACH Rules are being followed. We may require self-assessment of self-audits and you agree that you will provide such information. We may request any such information from your vendors or processors, and you agree that the provision of this information by the vendor or processor to the Credit Union is a condition precedent to Credit Union's obligation to accept Entries from such vendors or processors.

Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entry" shall have the meaning provided in the Rules and shall also mean the data received from Account Owner hereunder from which Credit Union initiates each Entry.

Transmittal of Entries by Account Owner

Account Owner shall transmit credit and debit Entries to Credit Union to the location(s) and in compliance with the formatting and other requirements set forth in Schedule A. Account Owner agrees that its ability to originate entries under this Section is subject to exposure limits in accordance with the Rules and as set forth in Schedule A.

Security Procedures for ACH Services

(a)

You agree that these ACH Security Procedures are commercially reasonable. You agree that more restrictive security procedures could be offered, but considering the burden of additional security procedures, you have carefully considered the security procedures and considering the risks that you assume under this Agreement, they are reasonable procedures to protect against unauthorized access to the ACH Services. The Credit Union and the Account Owner will follow the Security Procedures to detect unauthorized Entries prior to execution of such Entries by the Credit Union. Access to the ACH Service that allows for the input of Entries may be controlled using customer IDs, user Ids, passwords, transaction identification codes, and other security devices. If such a Security Procedure is so assigned or otherwise offered, Account Owner shall use or cause such security device to be used when submitting all Entries to Credit Union. If such a security device is so assigned or offered and an Entry uses the identifying number, code or other security device, Credit Union may rely solely on the security device as conclusive identification of the sender. Account Owner is solely responsible for maintaining its own internal security and agrees to use the utmost care in selecting any company or individual given access to use this ACH Service. Account Owner shall not disclose any information regarding the ACH Security Procedures that an unauthorized user would find helpful to obtain access to this ACH Service. If an Entry received by Credit Union purports to have been transmitted or authorized by Account Owner and Credit Union has acted in compliance with the ACH Security Procedures with respect to such Entry, such Entry shall be deemed effective as Account Owner's Entry, and Account Owner shall be obligated to pay to Credit Union the amount of such Entry. You acknowledge that we reserve the right to change our ACH Security Procedures from time to time.

(b) If Account Owner believes or suspects that any such information or instructions have been known or accessed by unauthorized persons or that there is an error in the transmission or content of an Entry, Account Owner agrees to notify Credit Union immediately followed by written confirmation. The occurrence of unauthorized access or Entry errors will not affect any transfers made in good faith by Credit Union prior to receipt of such notification, nor will it affect transfers occurring within [2] day(s) after Credit Union receives notification.

(c) Account Owner acknowledges that the purpose of these ACH Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of an Entry. The Credit Union is under no obligation to attempt to detect errors in the Entry, for which Account Owner is solely liable.

Compliance With Security Procedures

(a) If an Entry (or a request for cancellation or amendment of an Entry) received by Credit Union purports to have been transmitted or authorized by Account Owner, it will be deemed effective as Account Owner's Entry (or request) and Account Owner shall be obligated to pay Financial Institution the amount of such Entry even though the Entry (or request) was not authorized by Account Owner, provided Credit Union accepted the Entry in good faith and acted in compliance with the ACH Security Procedures with respect to such entry. If signature comparison is to be used as a part of those security procedures, Credit Union shall be deemed to have complied with that part of such procedures if it compares the signature accompanying a file of Entries (or request for cancellation or amendment of an Entry) received with the signature of an authorized representative of Account Owner (an "Authorized Representative") and, on the basis of such comparison, believes the signature of Account Owner sending such file to be that of such authorized representative.

(b) If an Entry (or request for cancellation or amendment of an Entry) received by Credit Union was transmitted or authorized by Account Owner, Account Owner shall pay Credit Union the amount of the Entry, whether or not Credit Union complied with the ACH Security Procedures with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Credit Union had complied with such procedures.

Recording and Use of Communications

Account Owner and Credit Union agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

Processing, Transmittal and Settlement by Credit Union

(a) Except as provided in Subsections entitled "On-Us Entries" and "Rejection of Entries" Credit Union shall (i) process Entries received from Account Owner to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Credit Union to the ACH Operator, and (iii) settle for such Entries as provided in the Rules.

(b) Credit Union shall transmit such Entries to the ACH Operator by 5:00pm PST, two business days prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Credit Union's related cutoff time on a business day, (ii) the Effective Entry Date is at least two days after such business day, and (iii) the ACH Operator is open for business on such business day. For purposes of this Agreement, electronic transmissions of Entries shall be deemed received by Credit Union in the when the transmission (and compliance with any related security procedures provided for herein) is completed in accordance with the Credit Union's formatting and related requirements. If any of the requirements of clause (i), (ii) or (iii) is not met, Credit Union shall use reasonable efforts to transmit such Entries to the ACH Operator by the next

deposit deadline of the ACH Operator which is a business day and a day on which the ACH Operator is open for business.

On-Us Entries

Except as provided in the Subsection titled “Rejection of Entries”, in the case of an Entry received for credit or debit to an account maintained with Credit Union (an “On-Us Entry”), Credit Union shall credit or debit the Receiver’s account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (b)(i) and (b)(ii) of the Subsection titled “Processing, Transmittal and Settlement By Credit Union” are met. If any of those requirements is not met, Credit Union shall use reasonable efforts to credit or debit the Receiver’s account in the amount of such Entry no later than the next business day following such Effective Entry Date.

Rejection of Entries

Credit Union has the sole and absolute discretion to reject any Entry as set forth in this Subsection. Credit Union may reject any Entry which does not comply with the requirements of Subsections titled “Transmittal of Entries by Account Owner” or “Security Procedures,” or which contains an Effective Entry Date more than one day after the business day Credit Union receive such Entry. Credit Union may reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Credit Union may reject any Entry if Account Owner has failed to comply with its account balance obligations under the Subsection titled, “The Account.” Credit Union may reject any entry if Account Owner does not adhere to the ACH Security Procedures. Credit Union shall notify Account Owner by phone or electronic transmission including email of such rejection no later than the business day such Entry would otherwise have been transmitted by Credit Union to the ACH Operator or, in the case of an On-Us entry, its Effective Entry Date. Notices of rejection shall be effective when given. Credit Union shall have no liability to Account Owner by reason of rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

Cancellation or Amendment by Account Owner

Account Owner shall have no right to cancel or amend any Entry after its receipt by Credit Union. However, if such request complies with the ACH Security Procedures for the cancellation or amendment of an Entry, Credit Union will use reasonable efforts to act on a request by Account Owner for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting a Receiver’s account, but shall have no liability if such cancellation is not effected. Account Owner shall reimburse Credit Union for any expenses, losses, or damages Credit Union may incur in effecting or attempting to effect the cancellation or amendment of an Entry.

Notice of Returned Entries and Notifications of Change

Credit Union shall notify Account Owner by phone or electronic transmission including email of the receipt of a returned entry from the ACH Operator no later than one business day after the business day of such receipt. Except for an Entry retransmitted by Account Owner in accordance with the requirements of the Subsection titled “Transmittal of Entries by Account Owner,” Credit Union shall have no obligation to retransmit a returned Entry to the ACH

Operator if Credit Union complied with the terms of this Section with respect to the original Entry.

Credit Union shall provide Account Owner all information, as required by the NACHA Operating Rules, with respect to each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by Credit Union relating to Entries transmitted by Account Owner. Credit Union must provide such information to Account Owner within two banking days of the Settlement Date of each NOC or Corrected NOC Entry. Account Owner shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Account Owner's receipt of the NOC information from Credit Union or prior to initiating another Entry to the Receiver's account, whichever is later.

Payment by Account Owner for Entries

(a) Account Owner shall pay Credit Union the amount of each credit Entry transmitted by Credit Union pursuant to this Agreement.
(b) Account Owner shall promptly pay Credit Union the amount of each debit Entry returned by a Receiving Depository Credit Union that was transmitted by Credit Union pursuant to this Agreement.

The Account

Credit Union may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Account Owner (the "Account"), and shall credit or debit the Account for any amount received by Credit Union by reason of the return of an Entry transmitted by Credit Union for which Credit Union has previously received payment or credit from Account Owner. Such credit or debit shall be made as of the day of such receipt by Credit Union. Account Owner shall always maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Account Owner's obligations under this Agreement, Account Owner agrees that Credit Union may debit any account maintained by Account Owner with Credit Union or any affiliate of Credit Union or that Credit Union may set off against any amount it owes to Account Owner, in order to obtain payment of Account Owner's obligations under this Agreement. Upon request of Credit Union, Account Owner agrees to promptly provide to Credit Union such information pertaining to Account Owner's financial condition as Credit Union may request.

Account Reconciliation

Entries transmitted by Credit Union or credited to a Receiver's account maintained with Credit Union will be reflected on Account Owner's periodic statement issued by Credit Union with respect to the Account pursuant to the agreement between Credit Union and Account Owner. Account Owner agrees to notify Credit Union promptly of any discrepancy between Account Owner's records and the information shown on any periodic statement. If Account Owner fails to notify Credit Union of any discrepancy within 30 days of receipt of a periodic statement containing such information, Account Owner agrees that Credit Union shall not be liable for any other losses resulting from Account Owner's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If Account Owner fails to notify Credit Union of any such discrepancy within 30 days of receipt

of such periodic statement, Account Owner shall be precluded from asserting such discrepancy against Credit Union.

Account Owner Representations and Agreements; Indemnity

With respect to each and every Entry transmitted by Account Owner, Account Owner represents and warrants to Credit Union and agrees that (a) each person shown as the Receiver on an Entry received by Credit Union from Account Owner has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry. Account Owner agrees that Credit Union may at any time audit the Account Owner's records to verify Receiver authorizations, (b) such authorization is operative at the time of transmittal or crediting or debiting by Credit Union as provided herein, (c) Entries transmitted to Credit Union by Account Owner are limited to those types of credit and debit Entries set forth in this Agreement, Transmittal of Entries By Account Owner, (d) the correct Receiver's account number is provided to Credit Union, (e) Account Owner has implemented practices and procedures that will enable Account Owner to verify the accuracy of routing numbers and account numbers prior to providing such information to Credit Union, (f) Account Owner shall perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; and any state laws, regulations, or orders applicable to the Account Owner or providers of ACH payment services, and (g) Account Owner shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the Receiving Depository Credit Union to the receiver provisional until receipt by the Receiving Depository Credit Union of final settlement for such Entry. Account Owner specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Credit Union shall be entitled to a refund from the Receiver of the amount credited and Account Owner shall not be deemed to have paid the Receiver the amount of the Entry. The Credit Union has the right to audit the Account Owner's compliance with the agreement and rules.

Account Owner agrees to provide Credit Union copies of Account Owner's most recent financial statements (including but not limited to business tax documents, personal tax documents, Profit & Loss, balance sheets) on an annual basis and as otherwise requested by the Credit Union. In accordance with NACHA Operating Rules, Appendix 8, Rule Compliance Audit Requirements, Account Owner agrees that Credit Union may obtain a yearly credit report from a credit reporting agency on Account Owner's owners to verify credit worthiness of exposure limits requested.

Account Owner shall indemnify Credit Union against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

Credit Union Responsibilities; Liability; Limitations on Liability; Indemnity

(a) In the performance of the ACH Services, Credit Union shall be entitled to rely solely on the information, representations, and warranties provided by Account Owner pursuant to this Agreement and shall not be responsible for the accuracy or

completeness thereof. Credit Union shall be responsible only for performing the ACH Services expressly provided for in this Agreement and shall be liable only for its gross negligence or willful misconduct in performing those services. Credit Union shall not be responsible for Account Owner's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Account Owner) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House Operator or transmission or communications facility, any Receiver or Receiving Depository Credit Union (including without limitation the return of an Entry by such Receiver or Receiving Depository Credit Union), and no such person shall be deemed Credit Union's agent. Account Owner agrees to indemnify Credit Union against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that the Credit Union is responsible for any act or omission of Account Owner, or any other person described in this clause.

(b) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER CONTRACT OR UNDERSTANDING BETWEEN ACCOUNT OWNER AND CREDIT UNION, ACCOUNT OWNER AGREES THAT CREDIT UNION'S LIABILITY FOR ANY AND ALL BREACHES OF THIS AGREEMENT OR OBLIGATIONS CREATED HEREUNDER SHALL NOT EXCEED ACCOUNT OWNER'S ACTUAL DAMAGES; IN NO EVENT SHALL CREDIT UNION BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH ACCOUNT OWNER MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OR SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY THE CREDIT UNION AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH ACCOUNT OWNER MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM CREDIT UNION'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. ACCOUNT OWNER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION ON DAMAGES IS A MATERIAL TERM OF THIS AGREEMENT AND IS BEING RELIED UPON BY CREDIT UNION WHEN ENTERING INTO THIS AGREEMENT.

(c) Without limiting the generality of the foregoing provisions, 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 Credit Union's control. In addition, Credit Union shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Credit Union's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Credit Union's reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

(d) Subject to the foregoing limitations, Credit Union's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved.

At Credit Union's option, payment of such interest may be made by crediting the Account.

Inconsistency of Name and Account Number

Account Owner acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Credit Union to the RDFI may be made by the RDFI (or by Credit Union in the case of an On-Us Entry) on the basis of the account number supplied by the Account Owner, even if it identifies a person different from the named Receiver, and that Account Owner's obligation to pay the amount of the Entry to Credit Union is not excused in such circumstances.

Notifications of Change

Credit Union shall notify Account Owner of all notifications of change received by Credit Union relating to Entries transmitted by Account Owner by telephone or by electronic transmission, including email, no later than two business days after receipt thereof.

Payment for Services

Account Owner shall pay Credit Union the charges for the services provided in connection with this Agreement, as set forth in the Business Schedule of Fees. All fees and services are subject to change upon thirty calendar days prior written notice from Credit Union to Account Owner. Such charges do not include, and Account Owner shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the agreement between Credit Union and Account Owner with respect to the Account.

Amendments

From time-to-time Credit Union may amend any of the terms and conditions contained in this Agreement, including, without limitation, any cut-off time. Such amendments shall become effective upon receipt of notice by Account Owner or such later date as may be stated in Credit Union's notice to Account Owner.

Notices, Instructions, Etc.

(a) Except as otherwise expressly provided herein, Credit Union shall not be required to act upon any notice or instruction received from Account Owner or any other person, or to provide any notice or advice to Account Owner or any other person with respect to any matter.

(b) Credit Union shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. Account Owner may add or delete any Account Owner Administrator by written notice to Credit Union signed by at least two Authorized Representatives other than that being added or deleted. Such notice shall be effective on the second business day following the day of Credit Union's actual receipt thereof.

Data Retention

Account Owner shall retain data on file adequate to permit remaking of Entries for five (5) days following the date of their transmittal by Credit Union as provided herein and shall provide such data to Credit Union upon its request. Without limiting the generality of the foregoing provision, Account Owner specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, Account Owner's responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules.

Tapes and Records

All magnetic tapes, Entries, security procedures and related records used by Credit Union for transactions contemplated by this Agreement shall be and remain Credit Union's property. Credit Union may, at its sole discretion, make available such information upon Account Owner's request. Any expenses incurred by Credit Union in making such information available to Account Owner shall be paid by Account Owner.

Evidence of Authorization

Account Owner shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire.

Cooperation in Loss Recovers' Efforts

In the event of any damages for which Credit Union or Account Owner may be liable to each other or to a third party pursuant to the services provided under this Agreement, Credit Union and Account Owner will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

Termination

Account Owner may terminate this Agreement at any time. Such termination shall be effective on the fifth business day following the day of Credit Union's receipt of written notice of such termination or such later date as is specified in that notice. Credit Union reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Account Owner. Any termination of this Agreement shall not affect any of Credit Union's rights and Account Owner's obligations with respect to Entries initiated by Account Owner prior to such termination, or the payment obligations of Account Owner with respect to services performed by Credit Union prior to termination, or any other obligations that survive termination of this Agreement.

Schedule A:

Authorized Cash Management Services, Fee Disclosures and Origination Limits

This schedule will define the Company's allowed transactions using the Financial Institution's Internet Banking system (the "System") to originate, create and/or deliver PPD or CCD NACHA formatted files for further processing. All entries shall be conducted via the Financial Institution's Internet Banking system in accordance to the instructions provided either by the System or Financial Institution Representatives and may not exceed the ACH Daily Limit authorized by the Financial Institution. The allowed services provided to the Company may consist of multiple features; such as web-enabled data entry screens, file transfers and uploads.

Refer to the current Business Fee Schedule for applicable fees.

ACH Origination Monthly Limit: TBD

UCC4A Disclosure for CCD/CTX Credit Entries

Financial Institutions must make disclosure of specific information when an account, such as yours, receives CCD (corporate credit or debit) or CTX (corporate trade exchange) electronic payments. CCD items are electronic funds that are either credited or debited between a corporation and another entity. CTX items are the transfer of electronic funds (debit or credit) within a trading partner relationship in which payment related information is sent with the funds transfer.

Provisional Payment Disclosure – Credit made to your account at **Valley Strong Credit Union** with respect to CCD/CTX credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If **Valley Strong Credit Union** does not receive such final settlement, you are hereby notified and agree that **Valley Strong Credit Union** is entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice Disclosure – Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, **Valley Strong Credit Union** is not required to give next day notice to you of receipt of a CCD/CTX item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law Disclosure – **Valley Strong Credit Union** may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing House (ACH) Operators and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of California as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions to your account.

For questions call or write:

1-800-221-3311
Valley Strong Credit Union
P.O. Box 9506
Bakersfield, CA
93389

F. REMOTE DEPOSIT CAPTURE SERVICE

In this Section, the words, “Account Owner,” "you," "your," and "yours" mean the Member business that executes this Agreement. The words “Credit Union,” "we," "us," and "our" mean the Credit Union that signs this Agreement. The business Remote Deposit Capture Service are designed to allow you to make deposits to your business accounts from remote locations by electronically transmitting a digital image of your paper checks to us or our designated processor. You will be charged a fee for the Services in accordance with our Fee Schedule. You will provide a compatible check scanner of your choice that meets your business needs (scanner compatibility list available upon request). Credit Union will provide access to a browser-based software program, and other related documentation to permit you to conduct certain check related activities with the Credit Union electronically. Original checks are converted to “substitute checks” as such term is defined in the Check Clearing for the 21st Century Act and Federal Reserve Board Regulation CC, for deposit with the Credit Union and for processing and presentment to a collecting or paying financial institution. For purposes of this Agreement, a “substitute check” (as defined in Regulation CC) is a check reproduction of an original check that:

- Contains an image of the front and back of the original check.
- Bears a MICR line that contains all the information appearing on the MICR line of the original check at the time the original check was issued and any additional information that was encoded on the original check’s MICR line before an image of the original check was captured.
- Conforms in paper stock, dimension, and otherwise with ANSI X9.100-140 and
- Is suitable for automated processing in the same manner as the original check.

Member Eligibility

You understand that you must be a Credit Union Member in good standing to be eligible to enroll in the Services. Prior six months of statements may be required to evaluate sufficient account balances, returned deposited item activity, and non-sufficient balances activity. If any of the following applies to you, you will be ineligible to enroll in or use Remote Deposit: history of excessive or repeated return items, your loan or credit card account with us is delinquent more than 45 days, your account is currently in a “No Mail” status, you do not have a valid email address on file with us, you are not enrolled in Online Banking, or your account is dormant.

Acceptance of these Terms

Your use of the Remote Deposit Capture Services constitutes your acceptance of this Agreement. You agree to comply with the hardware and software requirements set forth herein. We reserve the right to change the terms and charges for the Remote Deposit Capture Services described in this Agreement by notifying you of such change in writing and we may amend, modify, add to, or delete from this Agreement from time to time. Your continued use of the Remote Deposit Capture Services will indicate your acceptance of the revised Agreement.

Compliance with Laws

You agree to comply with all laws, statutes, regulations, and ordinances pertaining to your use of the Remote Deposit Capture Services, as well as all laws relating to the banking transactions contemplated hereunder. You also agree to be bound by any clearinghouse rules or agreements, operating circulars, image exchange agreements, and other documents to which we are a party that govern the Remote Deposit Capture Services we provide. You promise to indemnify and hold us harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity shall survive termination of your account with us and this Agreement.

Unavailability of Services

You understand and agree that the Remote Deposit Capture Services may at times be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet service provider and Internet software. If the Remote Deposit Capture Services are interrupted or are otherwise unavailable, you acknowledge that you can deposit original checks in person at a Credit Union branch, at an ATM or by U.S. mail. It is your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by us. However, we will notify you via email of items that are rejected by the next business day following rejection.

Eligible Items for Deposit

You agree to deposit only "checks" as that term is defined in Federal Reserve Board Regulation CC. You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in California. For purposes of this Agreement, "check" (as defined in Regulation CC) means a negotiable demand draft that is drawn on: Or payable through or at an office of a bank or credit Union. A Federal Reserve Bank or a Federal Home Loan bank. The Treasury of the United States. A state or local government that is not payable through or at a bank or credit Union. A United States Postal Service money order; or A Traveler's check drawn on or payable through or at a bank or credit Union.

For purposes of this Agreement "item" (as defined in Article 4 of the California Commercial Code) means an instrument or a promise or order to pay money managed by a bank for collection or payment. The term does not include a payment for ACH or wire transfers.

Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits or payments that you transmit using the Remote Deposit Capture Services and to modify such limits from time to time. Current deposit limits are set based on a review of six months bank statements of average deposits.

Unacceptable Deposits

You understand and agree that you will not deposit the following items using the Remote Deposit Capture Services:

- Any third-party check, i.e., any item that is made payable to another party and then endorsed to you by such party.
- Any item drawn on your personal account at the Credit Union.
- Any item that contains evidence of alteration of the information on the check.
- Any check previously converted to a “substitute check,” as defined in Regulation CC
- Any item issued to you by a financial institution in a foreign country.
- Any item that is dated more than six (6) months prior to the date of deposit.
- Any item that is “postdated” after the date of deposit.
- Any item stamped “non-negotiable” (whether stamped in print or as a watermark).
- Any item that has been re-deposited or returned such as “non-sufficient funds” or “refer to maker” or returned for any other reason.
- Any item that is incomplete.
- Cash.
- Savings Bonds.
- Government-issued warrants.
- Any item (including tax refund checks and other government checks) made payable to more than one party, where not all parties are owners or signers on the account.
- Any item with a qualified endorsement (example: without recourse, John Doe).
- Any item with a conditional endorsement (example: pay =to the order of John, when car is fixed)

Deposits of this nature may result in the immediate termination of the Remote Deposit Capture Service.

Check Requirements

Any image of a check that you transmit to us must accurately and legibly provide all the information on the front and back of the check at the time of presentment to you by the drawer. Prior to electronically transmitting a digital image of the original check, you will restrictively endorse any item transmitted through the Remote Deposit Capture Services as “For deposit only, Valley Strong Credit Union and your current business account or as otherwise instructed by us. You agree to follow all other procedures and instructions for use of the Remote Deposit Capture Services as we may establish from time to time. The digital image of the check transmitted to us using the Remote Deposit Capture Services must accurately and legibly provide, among other things, the following information: (1) your endorsement; (2) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signatures; and (3) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve Board, including the requirements under federal Regulation CC, or any other regulatory agency, clearing house or association.

Receipt of Items

Upon receipt of the digital image, we will review the image for acceptability and will convert items meeting our requirements into substitute checks to facilitate the deposit and collection of such items. You understand and agree that electronically transmitting a digital image of a check does not constitute receipt by the Credit Union. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we will process the image by preparing a substitute check. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your account and, in the event, we reject an item for remote deposit, you understand and agree that you must deposit the original item. You understand and agree that even if we do not initially reject an item you deposit through the Remote Deposit Capture Services, we may return the substitute check we created because, among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an item shall not limit your liability to us. You understand that any amount credited to your account, for items deposited using the Remote Deposit Capture Services is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.

Rejection of Deposit

We are not liable for any service or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned.

Items Returned Unpaid

A written notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that you transmit to us for remote deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from your account, plus a Return Item fee as stated in our Business Schedule of Fees as posted on our website.

Availability of Funds

Our business days are Monday through Friday, excluding Federal holidays. Imaged items transmitted before 4:00 p.m. PST on a business day shall be considered received by the Credit Union on that day. Imaged items transmitted on a non-business day or after 4:00 p.m. PST on a business day shall be considered received by the Credit Union on the following business day. You understand that following our receipt and processing of the image, funds from the check will be made available for your withdrawal and/or use in accordance with the terms and conditions of our Funds Availability Policy previously provided to you, as amended from time to time, which is incorporated herein by reference. For purposes of determining the availability of funds, checks deposited via the Services are considered received by the Credit Union when we notify you of receipt of the image by an email transmitted to the email address you have provided to us. You understand and agree that, for purposes of deposits made using the Remote Deposit Capture Services, the place of deposit is California. You understand that we may make such funds available sooner based on such factors as creditworthiness, the length and extent of your relationship with us, transaction and

experience information, and such other factors as we, in our sole discretion, deem relevant. You also understand that credit is provisional until settlement is final.

Email Address

You agree to notify us immediately if you change your email address, as this is the email address where we will send you notification of receipt of remote deposit items.

Check Retention and Destruction

Upon your receipt of a confirmation from us that we have received the image of an item, you agree to prominently mark the item as “Electronically Presented” or “VOID” to ensure that it is not represented for payment. You agree to securely store each original check that you deposit using the Remote Deposit Capture Services for a period of sixty (60) days after transmission to us to verify settlement and credit or to balance periodic statements. After such period expires, you will destroy the original check. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks. You agree never to represent the check. During the retention period, you will promptly provide any retained check, or a sufficient copy of the front and back of the check, to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide a sufficient copy of the front and back of the check, you will be liable for any unresolved claims by third parties.

Hardware and Software Requirements

To use the Remote Deposit Capture Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Credit Union from time to time. You are solely responsible for electronically transmitting deposit items, accessing the Remote Deposit Capture Services from the Credit Union and for maintaining your scanning equipment. You will be responsible for the payment of all telecommunications expenses associated with your use of the Remote Deposit Capture Services. The Credit Union will not be responsible for providing or servicing any equipment for you. Further, we are not responsible for any third-party software you may need to use the Remote Deposit Capture Services. Any such third-party software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter directly with the third-party software provider at time of download and installation. For Windows users: You will need to equip your system with the correct driver or certificate before you begin using Remote Deposit Capture Services. This will ensure that your check scanner can access the web application. For an optimal experience, a high-speed Internet connection is recommended. In addition, the following components are required for working with the application.

NOTE: The application does not support Apple® Boot Camp® or any virtualization software.

For the PC:
• Local administrative rights

• USB port 2.0 or higher

• NET® Framework 4.6.2 or higher

For Microsoft® Windows®:
Windows 8.1: Microsoft® Internet Explorer® 11, Google Chrome™, or Mozilla® Firefox®
Windows 10: Microsoft Internet Explorer 11, Microsoft Edge®, Google Chrome, or Mozilla Firefox

NOTE: The current version of Chrome and its two previous versions are supported.

For MacOS users: High Sierra and later versions and Google Chrome™. The current version of Chrome and its two previous versions are supported. This application does not support Apple® Boot Camp® or any virtualization software.

Ownership and License

You agree that we retain all ownership and proprietary rights in the Remote Deposit Capture Services, associated content, technology, and website(s). Your use of the Remote Deposit Capture Services is subject to and conditioned upon your complete compliance with this Section and Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Remote Deposit Capture Services. Without limiting the restriction of the foregoing, you may not use the Remote Deposit Capture Services (i) in any anti-competitive manner; (ii) for any purpose which would be contrary to our business interest; or (iii) to our actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Remote Deposit Capture Services.

Accountholder's Warranties

You make the following warranties and representations with respect to your use of the Remote Deposit Capture Services and each image of an original check you transmit to us using the Remote Deposit Capture Services:

- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- Each check that you submit to us for deposit will not be resubmitted in any format to us or to any other person for payment and will not cause the same drawer's account to be debited twice.
- Other than the digital image of an original check that you remotely deposit through the Services, there are no other duplicate images of the original check.
- Each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- The information you provided in your Application is true and correct and, in the event any such information changes, you will immediately notify us of the change.
- You have not knowingly failed to communicate any material information to us.

- You will retain possession of each original check deposited using the Remote Deposit Capture Services for the required sixty (60) day retention period and neither you nor any other party will submit the original check for payment.
- You will not use the Remote Deposit Capture Services and/or your accounts for any illegal activity or transactions.
- Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- Each check you submit for deposit is drawn in United States dollars on a financial institution located in the United States, excluding its territories.

Disclaimer Of Warranties

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE REMOTE DEPOSIT CAPTURE SERVICES IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE REMOTE DEPOSIT CAPTURE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE REMOTE DEPOSIT CAPTURE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE REMOTE DEPOSIT CAPTURE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL MOBILE DEVICE, HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

Limitation Of Liability

YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE REMOTE DEPOSIT CAPTURE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICES, OR YOUR BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

Accountholder's Indemnification Obligation

You agree to indemnify, defend and hold harmless the Credit Union and its directors, officers, employees, Members and agents (the “Indemnified Parties”) from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorneys’ fees and disbursements), claims, damages, liabilities and causes of action of third parties resulting or arising from: (i) your failure to abide by or perform any obligation imposed upon you under this Agreement; (ii) the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any of your representatives involving use of the Remote Deposit Capture Services; (iii) the actions, omissions or commissions of you, your employees, consultants and/or agents relating to the Remote Deposit Capture Services; and (iv) any transmission or instruction, whether or not authorized, acted upon by the Credit Union in good faith. You shall be provided with prompt notice of any claims and given full authority and assistance (at your expense) for the defense of any such claims, provided that the Credit Union may participate in such defense and settlement with counsel of the Credit Union’s own choosing at the Credit Union’s own expense. However, you shall have no authority to settle any claim against any Indemnified Party without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld).

Termination of the Services

You may, by written request, terminate the Remote Deposit Capture Services provided for in this Agreement. We may terminate your use of the Remote Deposit Capture Services at any time upon written notice. In the event of termination of the Remote Deposit Capture Services, you will remain liable for all transactions performed on your account. Upon termination, (i) you will immediately cease using the Remote Deposit Capture Services and (ii) you shall promptly remit all unpaid monies due under this Agreement, if any. The Credit Union may immediately suspend or terminate your access to the Remote Deposit Capture Services if the Credit Union reasonably determines such suspension or termination is necessary to protect the Remote Deposit Capture Services or the Credit Union from harm or compromise of integrity, security, reputation, or operation or that you are in breach of this Agreement or are otherwise using the Remote Deposit Capture Services in a manner inconsistent with the terms of this Agreement or with applicable law.

G. EXTERNAL ACCOUNT TRANSFER SERVICES

This Section describes your rights and obligations as a user of Valley Strong Credit Union’s (“Credit Union”) External Account Transfer Service (the “External Account Transfer Service”). In addition to this Agreement, you and the Credit Union agree to be bound by and comply with the requirements of this External Account Transfer Services Section, Business Account Agreement and Disclosure, and any other agreements applicable to each of your accounts. In the event of an inconsistency between the terms and conditions of this Agreement and the terms and conditions of other agreements provided to you, this Agreement will govern to the extent of such inconsistency. Your use of the External Account Transfer Services is your acknowledgment that you have received this Agreement and intend to be bound by it. You should review all other disclosures, including any charges that may be imposed, as listed in the Business Schedule of Fees located on the Credit Union’s website (“Service Fees”).

In this Section, the words "you" and "your" mean the Member business that applied for and/or uses the Services described in this Disclosure. The words "we", “us,” "our", "ours", and “Credit Union” mean Valley Strong Credit Union.

Authorization

The External Account Transfer Service allows you to login to Online Banking and transfer funds to or from your account(s) at the Credit Union and your external account(s). You authorize us to charge your designated account for all transfers of funds that you initiate through Online Banking, and you agree to have sufficient available funds or available credit in your account on the date such transfer is to be performed. You authorize us to select any means to execute your funds transfer request including ACH. You understand and agree that you will be bound by the rules and regulations that govern the applicable funds transfer systems, including ACH rules as published by the National Automated Clearinghouse Association.

External Account Transfers

External transfers are those transfers between your Credit Union accounts and other personal accounts at other financial institutions ("External Transfers"). External Transfers may be used for:

- Transfers from your Valley Strong Credit Union account to your account at another financial institution.
- Transfers from your account at another financial institution to your Valley Strong Credit Union account.
- Payments from another institution to your Valley Strong Credit Union loans (except for credit cards).

Types of Transfers: One-time and Recurring

You may set up transfers to occur in two ways: one time only or on a recurring basis. The date the debit is scheduled to take place is known as the "Send Date." You may specify a Send Date in advance based on a system-defined period. One-time transfers may be immediate or scheduled for a future Send Date. Recurring transfers may be used to set a fixed dollar amount to be transferred at regular intervals (i.e., on the 31st of every month, every two weeks, every quarter, etc.). Recurring transfers with no ending date shall continue until you instruct us to stop. For external transfers, any recurring Send Date that falls on a non-business day will be processed on the next business day.

We process one-time and recurring transfers once per business day. Following the debit from your Credit Union account, the transfer will take up to four business days to complete.

Scheduled or recurring transfers that are set for a non-business day will be processed on the next business day. All other scheduled or recurring transfers will be processed on the selected business day.

Eligibility for External Transfers

To be eligible for External Transfers, you must have a checking account open at Valley Strong Credit Union for thirty (30) calendar days or more, be a Member in good standing, and be an

owner of the account at the other institution. The Credit Union reserves the right to apply additional eligibility parameters based on business need.

Account Validation for External Accounts

You authorize us to validate any external account in a manner selected by us, including with test deposits. If we choose to utilize test deposits to verify the external account, two low value deposits will be transferred into and debited out of your designated external account. Once the test deposits are complete, we may ask you to access your external account at the other financial institution to tell us the amount of the two test deposits or any additional information reported by your financial institution with these test deposits. We may also verify external accounts by requiring you to submit proof of ownership of such external account. Your failure to provide proof of ownership may result in indefinite suspension of your use of electronic transfers.

Your Representations and Warranties Concerning External Transfers

By using the External Transfers Service, you represent and warrant the following:

- The external account is a United States account.
- You have the right to authorize and permit us to access your external accounts to effect 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;
- The information you provide to us is true, current, correct, and complete. You hereby authorize and permit us to use information submitted by you to accomplish these purposes.

You Give us a Limited Power of Attorney.

For as long as you use the External Account Transfer Service, 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, for you and in your name, place and stead, in any and all capacities, to access the external accounts, effect funds transfers as described above, and perform each and every act 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 external accounts, as fully as you might or could in person. If you request to stop using the External Account Transfer Service and we have had a reasonable opportunity to act on your request, this limited power of attorney will be automatically revoked; provided, however, that any act done by us in good faith before we receive your request to stop using the External Account Transfer Service and have had a reasonable opportunity to act on such request will be deemed to be authorized by you.

Limitation of Valley Strong Credit Union Liability for External Transfers

You always understand and agree that your relationship with each financial institution or other provider besides Valley Strong Credit Union is independent of your relationship with us and your use of the External Account Transfer Service. We will not be responsible for any acts or

omissions by the financial institution or other provider of any external account, including without limitation any modification, interruption, or discontinuance of any external account by such financial institution or provider. You agree that we will not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) our access to the external accounts; (2) our debit and/or credit or inability to debit and/or credit the external accounts in accordance with your funds transfer instructions; (3) any inaccuracy, incompleteness or misinformation contained in the information retrieved from the external accounts; (4) any fees or charges imposed by any other financial institution or provider besides Valley Strong Credit Union; and (5) any funds transfer limitations set by the financial institution or other providers of the external accounts.

Not all types of accounts are eligible for funds transfer. We reserve the right to decline the use of any external account that we believe may present a risk to us. We are not responsible for any costs or losses incurred from external fund transfers that are not permitted under such restrictions by the financial institution or other provider of your external account or those imposed by applicable law.

External Transfer Processing and Limitations

External Transfers will only be processed on business days. External Transfers requested after 1 p.m. PST on a business day or on a non-business day will be considered received on the following business day. When establishing a transfer, External Transfers will display the earliest estimated Send Date available.

Sufficient Funds

For External Transfers, you must have sufficient available funds in the designated account at 1 p.m. PST on the Send Date (the “Cut-Off Time”) for us to properly process your transfer instructions. Amounts subject to hold pursuant to our hold policy, amounts pledged as collateral, and other funds subject to restrictions on withdrawal are excluded from the available balance in an account.

If sufficient funds are not available in the designated account on the designated Send Date by the Cut-Off Time to transfer the designated amount, our system will not attempt to re-process the External Account Transfer and the request will be cancelled.

Loan Payments

You may use the External Account Transfer Service to make regular payments to your loans at Valley Strong Credit Union. You are responsible for canceling recurring transfers after a loan is paid in full. Recurring transfers are not recommended to make payments to loans with fluctuating payment amounts..

Frequency

We do not limit the number of External Transfers you may make; however, we may from time to time modify the frequency of External Transfers for security reasons. In addition, you may not make External Transfers more than the number of funds transfers allowed by the rules

governing the applicable accounts as may be specified in the About your Credit Union Accounts Disclosure, or other agreements applicable to your account.

Dollar Limits

External Transfers are limited by dollar amount. The limitation includes a per payment limit, daily limit, and an aggregated total limit for a thirty (30) calendar day period. The amount of your limit is established at our sole discretion and will be disclosed to you at the time of your transfer. 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 the External Account Transfer Service.

Declining Transfers

We reserve the right to decline to effect any External Transfer, to submit funds transfer instructions or orders or to carry out change or cancellation requests. We do not guarantee all transfer requests will be processed without interruption.

Right to Cancel External Transfers

You may not cancel or stop an External Transfer that is already in progress. For one-time transfers designated with a future Send Date and recurring transfers, you may cancel any transfers if we receive the cancellation or stop request before the Send Date or next scheduled recurring transfer. For recurring transfers, you can choose to cancel the entire recurring payment schedule or only the next scheduled transfer. If you choose to cancel the entire recurring payment schedule, all future transfers will be cancelled, and you must reschedule any recurring payments you want to occur in the future.

Timeliness

We will make all reasonable efforts to process your electronic transfer in a timely manner. In the event that a debit entry to any of your accounts, or any portion of such debit entry, has failed and the credit side of such electronic transfer has been released and cannot be collected, we reserve the right, and you hereby authorize us, to debit any of your accounts at Valley Strong Credit Union to satisfy any such delinquency, including an ACH returned item fee as provided in the Business Schedule of Fees on our website.

We may not notify you of such event other than by posting such debit entry(s) to the applicable account in accordance with this Agreement. In the event any of your accounts do not contain sufficient available funds to satisfy a debit entry, in whole or in part, you understand and agree that we reserve the right to collect on such debit entry as permitted by law.

Suspension/Termination and Reinstatement of the External Account Transfer Service

We reserve the right to immediately suspend or terminate your use of the External Account Transfer Service without prior notice to you, under any of the following circumstances:

- Mail we send you is returned undeliverable.

- Undeliverable email address or unverifiable email address.
- Your phone number is disconnected, or we are unable to reach you at the phone number(s) listed on the account.
- Any of your deposit accounts with us are overdrawn.
- Any loan you have with us is delinquent for 30 days or more.
- We detect unusual transaction patterns based upon account and deposit history.
- The inability of the electronic transfer program to successfully debit from any of your accounts.
- The inability of the electronic transfer program to successfully collect from any of your accounts.
- Negative account activity such as Insufficient Funds (NSF).
- You attempt an electronic transfer to or from an account you do not own.
- Your failure to comply with this Disclosure.

In the event we suspend or terminate your use of the External Account Transfer Service, you may request reinstatement of your use of the External Account Transfer Service by contacting us. We reserve the right, in our sole and absolute discretion, to grant or deny reinstatement of your use of the External Account Transfer Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your use of the External Account Transfer Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions on the electronic transfers than what otherwise might be available to you. Based upon your subsequent use of the External Account Transfer Service, we may, in our sole and absolute discretion, thereafter, restore your full ability to use the External Account Transfer Service, subject to such changed limits as may then be in effect.

Name and Account Number Inconsistency

You understand and agree that the NACHA Operating Rules permit the posting of an ACH entry based solely on account number. Thus, an electronic transfer made via ACH credit or debit entry may be posted to the account number provided, even if the name and account number of such entry do not match. You understand and agree that when entering account instructions, it is your sole responsibility to ensure that you enter such account information accurately. Further, your obligation to pay the transfer shall not be excused in the event of any inconsistency. In the event you make an error in entering account information, you understand and agree to hold Valley Strong Credit Union harmless from any fee or loss you may incur, including any fees and penalties assessed on the external account.

Our Liability Related to the External Account Transfer Service

We will use commercially reasonable efforts to post your transactions properly to the designated account when you use the External Account Transfer Service correctly and comply with this Agreement and all other requirements as set forth by us. However, we will incur no liability if we are unable to complete the electronic transfer affected by you through the External Account Transfer Service because of any one or more of these circumstances:

- Your error that impacts the electronic transfer for any reason.

- Your failure to comply with this Agreement and all other requirements as set forth by the Credit Union.
- Your failure to provide complete and/or correct information.
- Issues such as insufficient available funds and the like that prevent and/or delay the Credit Union from processing your electronic transfer.
- Circumstances beyond our control (e.g., fire, floor, interference from outside sources, failure of electronic systems, etc.) that prevent the processing of the electronic transfer despite reasonable precautions on our part.

You understand and agree that we must rely on the information provided by you, and you authorize us to act on any instruction to submit an electronic transfer request which has been, or appears to have been, sent or authorized by you. We are not obligated to take any further steps to confirm or authenticate such instructions and will act upon such instructions without getting further confirmation.

You agree that we shall be liable to you only for our negligent performance or non-performance of the External Account Transfer Service provided for in this Agreement, and that our responsibility is limited to the exercise of reasonable and ordinary care. If we fail or delay in making a transfer pursuant to your instructions, or if we make a transfer in an amount less that the amount in your instructions, our liability is limited to the interest on the amount that we failed to timely transfer, calculated from the date the transfer was to be made until the date it is actually made or the day you canceled the instructions. We will pay interest to you and such payment will discharge us from liability to the other party. If we make a transfer in an amount that exceeds your instructions, our liability will be limited to a refund of the amount transferred, plus interest from the day of the transfer to the day of the payment, but not more than sixty (60) days' interest. In limited circumstances, we, at our option, attempt to cancel or amend an electronic transfer at your request, but we may not be able to cancel or amend an electronic transfer because of the ACH posting rules, funds availability, or the actions or inactions of the financial institution where the external account is located. You agree that we will have no liability to you or any third party if a cancellation or amendment is not completed for any reason, and you will indemnify us against any such claims.

Right to Stop Payment and Procedure for Doing So

If you have planned through the External Account Transfer Service for regular or recurring payments to be withdrawn from your account, you can stop any of these payments or withdrawals. Here is how: Call us at (661) 833-7900 or (800) 221-3311, or write us at P.O. Box 9506, Bakersfield, California 93389-9506, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

Notice of Varying Amounts

If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain

amount from the previous payment, or when the amount would fall outside certain limits that you set.

Disclaimer Of Warranties

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE EXTERNAL ACCOUNT TRANSFER SERVICE IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE REMOTE DEPOSIT CAPTURE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE EXTERNAL ACCOUNT TRANSFER SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE EXTERNAL ACCOUNT TRANSFER SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE EXTERNAL ACCOUNT TRANSFER SERVICE OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL MOBILE DEVICE, HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

Limitation Of Liability

YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE EXTERNAL ACCOUNT TRANSFER SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE EXTERNAL ACCOUNT TRANSFER SERVICE, OR YOUR BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

Liability For Failure to Stop Payment of Preauthorized Transfer.

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

H. POSITIVE PAY SERVICE

Positive Pay verifies your Positive Pay file against checks being presented to us for payment. Any paper item presented to us for payment that does not match the Positive Pay file will be an exception or violation. The following sets forth the description of an exception or violation:

a. Items presented for payment through our in-clearings (deposited items) not matching your issue file will be exceptions. You will have an automated option within the Positive Pay system to work with your exceptions as they arise. It is your responsibility to inform us of whether to pay or return your Positive Pay Exceptions each business day by 10:00 a.m. (PST). For purposes of this agreement, a business day is defined as every day except Saturdays, Sundays, and federal holidays.

b. Items presented to us for immediate payment (cashing a check at the credit Union) not matching your issue file will be a violation. A credit Union representative may contact you by phone for instruction on a Positive Pay Violation. If we cannot contact an Authorized Representative for instruction on a Positive Pay Violation, we will return or refuse to pay the item. Authorized Representatives are designated below.

c. Except as expressly provided otherwise herein, if we pay an exception in accordance with an automated option selected by you or in accordance with a request issued by you, such payment shall be proper, and you waive any right you may have to assert that the exception was not properly payable. If we return an exception in accordance with the automated option selected by you or in accordance with a request issued by you, or if we refuse to pay a violation because we are unable to contact you, the dishonor shall be proper, and you waive any right you may have to assert that the return or refusal was improper. You agree that we have exercised ordinary care if we return or refuse an exception or violation in accordance with this Agreement.

Uploading Files

The Positive Pay file must be uploaded to our system by 3:00 p.m. at least one business day before disbursing checks. Positive Pay files can be uploaded to our system on a monthly, weekly, daily, and/or hourly basis. The Positive Pay file shall accurately state the [check number, issue date, and the exact dollar amount of each check drawn on an account include information regarding the We may rely on the contents of each Positive Pay file, and we are not responsible for detecting any errors contained in any Positive Pay file sent by you to us. We are not responsible for paying or returning any items that would have been included in a Positive Pay file that was not uploaded by the applicable deadline. You shall at all times indemnify, defend and hold us and our service providers harmless from and

against all actions, proceedings, claims or loss, damage, costs and expenses (including reasonable attorney fees) which may be brought against us or our service providers or incurred by us or our service providers which arise in connection with the instructions received by the Positive Pay System relating to your account.

Software

You will use our Positive Pay web system to upload your files. It is not required that you have any type of accounting software to utilize this service, because you also could manually upload a Positive Pay file to our system using any spreadsheet program to prepare the file. If you do have software that will create a Positive Pay file, our system can be customized to fit your software formatting requirements. You must send us a test file so that we can input your file's format into our system to allow you to upload. You must also provide a list of all outstanding checks at the time you begin using this service.

Without limiting your responsibilities under this Agreement, you are responsible for obtaining, installing, maintaining, and operating all software, hardware, or other equipment necessary to access and use the services. This responsibility includes, without limitation, utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware, and Internet security software. We will not be liable to you for any losses caused by your failure to safely use the service, the software, or your equipment.

ACH Entries

Positive Pay will not stop the payment of checks that have been converted to ACH entries. ACH Rules do not prohibit the conversion of business checks if they meet the standards published in the ACH Rules. You are responsible for assuring that your checks meet these standards to utilize the Positive Pay service. Tell us at once if you believe a check has been improperly converted to an ACH entry.

Ordering Checks

We encourage you to use Deluxe Corporation for your check printing needs to assure that your business checks meet the standards in the ACH Rules. If you order or print business checks from any check printing vendor other than Deluxe Corporation, you agree to insure the MICR encoding ink is of high quality. Not using business checks with high quality MICR ink could result in a large number of Positive Pay violations and excessive costs to you.

Notices, Instructions, Etc.

a. Except as otherwise expressly provided herein, we shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.

b. We shall be entitled to rely on any written notice or other written communication believed by us in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth below. You may add or delete any Authorized Representative by written notice to us signed by at least two (or one, if only one exists) Authorized Representatives other than that being added or deleted. Such notice shall be effective on the second business day following the day of our receipt.
c. Except as otherwise expressly provided herein, any written notice or communication shall be delivered, or sent to: Valley Strong Credit Union, Attn: Business Banking, P.O. Box 9506, Bakersfield, CA 93389.

Periodic Statement

The periodic statement issued by us for your account will reflect entries credited and debited to your account. You agree to notify us promptly of any discrepancy between your records and the information shown on any such periodic statement. If you fail to notify us within 60 days of receipt of a periodic statement, you agree that we shall not be liable for any other losses resulting from your failure to give such notice. In addition, you can login to online banking to view daily transactions on your account.

Fees

The fees for the various Positive Pay services can be viewed the Business Schedule of Fees available on our website.

Disclaimer of Warranty

WE DISCLAIM ANY WARRANTY, ENDORSEMENT, OR REPRESENTATION EXPRESS OR IMPLIED, OF ANY KIND REGARDING POSTIVE PAY AND ANY RELATED PROGRAMS OR SOFTWARE, OUR COMPUTERS OR ITS USE AND HEREBY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR FITNESS FOR A PARTICULAR PURPOSE RELATED TO POSITIVE PAY, AND ANY RELATED PROGRAM OR SOFTWARE. POSITIVE PAY IS PROVIDED AS-IS AND AS-AVAILABLE. THIS INCLUDES ANY CONTENT CONTAINED, DISTRIBUTED, LINKED, OR DOWNLOADED FROM THE WEBSITE. ANY PRODUCTS OR SERVICES FROM THE WEBSITE ARE TO BE USED AT YOUR OWN RISK. YOU ACKNOWLEDGE THAT THE INFORMATION FILE MUST BE PROVIDED IN A READABLE FORMAT TO INTERFACE WITH OUR COMPUTERS AND ASSUME THE RISK THAT OUR COMPUTER MIGHT NOT BE OPERATIONAL AT ALL TIMES.

Liability; Limitations on Liability; Indemnity.

a. We shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for our gross negligence in

performing those services. We shall not be responsible for your acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any file received from you) or those of any other person. We are authorized by you to process transactions in accordance with the information that we receive in the issued file transmission from you. You shall be solely responsible for the information contained in the file, and we shall have no responsibility for erroneous data provided by you. You will indemnify and hold us and our service providers harmless from and against any loss, charge, liability, cost, fee or expense (including attorneys' fees and expenses) we suffer or incur resulting from any lawsuit, claim, arbitration or other action, actual or threatened, arising under or in connection with this Agreement, excluding those lawsuits, claims, arbitrations or other actions arising out of our gross negligence.

b. In no event shall we be liable for any consequential, special, punitive, or indirect loss or damage that you may incur or suffer in connection with this Agreement, including losses or damages from subsequent wrongful dishonor resulting from our acts or omissions pursuant to this Agreement.

c. We 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, act of terror, emergency conditions or other circumstances beyond our control.

d. Our liability for loss of interest resulting from our error or delay, if any, shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Credit Union of New York for the period involved. At our option, payment of such interest may be made by crediting your Account.

Additional Security Guidelines for Use of the Positive Pay System

To provide restricted and protected access to the Positive Pay System and to ensure secure communications within Positive Pay System, Valley Strong utilizes a unique Digital Certificate for ValleyStrong.com The Credit Union will also deliver to you such Login ID(s) and PASSWORD(s) to access the Positive Pay system through ValleyStrong.com, as you may request. The Credit Union will create the unique Login ID(s) and we will assign temporary PASSWORD(s). You (and each User) must change the temporary PASSWORD(s) to your, his/her own PASSWORD(s) during the first login session. A PASSWORD should not be associated with any commonly known personal identifier, such as a date of birth, Id number or social security number, etc. To further restrict and protect access to ValleyStrong.com and the Positive Pay System, Valley Strong will also deliver to you (or to your designated Positive Pay Administrator, where applicable) as many Users IDs as are requested in the Application or through Positive Pay System). If multiple Login IDs are requested, you are solely responsible for the delivery of the Login ID to the User to whom it has been assigned. When you visit ValleyStrong.com you must first verify the authenticity of the webpage by clicking on the security link (identified by the padlock) to

validate the Digital Certificate. Once this step is satisfactorily completed you can proceed to log-in by entering the Login ID and Password in the established manner. Assuming the information is input correctly, the User will then be asked to input, as a second authentication factor. Your Login IDs and PASSWORDs must be kept confidential and secure. Valley Strong provides tools to ensure a secure banking environment. However, you are responsible for maintaining and protecting your account security. By using the Positive Pay System or by signing the Application you are authorizing Valley Strong to rely on Login IDs and Passwords to identify a User when providing services to you. It is your responsibility to secure, protect and maintain in strict confidence the Login IDs and Passwords. The Login IDs and Passwords should never be disclosed to unauthorized persons and should not be written down. You should never leave your account information displayed in an area accessible by others and should never leave a logged-on terminal unattended while using Positive Pay System. To prevent unauthorized access, users must sign-off ValleyStrong.com as soon as their task is finished. Online banking has a feature that automatically disables your Login ID and/or Password after three (3) consecutive unsuccessful log-on attempts have been made using an incorrect Login ID and/or PASSWORD. You must contact our Credit Union at 661-833-7900 to have your access restored. You will be solely responsible for actions resulting from the use or misuse of your Login ID and/or, Password. We retain the right, at our sole discretion, after a period of inactivity to automatically log you off ValleyStrong.com but we shall not be liable for our failure to do so. We undertake no obligation to monitor access to ValleyStrong.com or transactions through Positive Pay System to determine that access or services are made by an Authorized Person, and we will not be liable for any loss or damage suffered by you because of any misuse by unauthorized persons. You agree to immediately notify us if you believe the security of your username or password has been breached. We reserve the right to block access to Positive Pay System to maintain or restore security to our site and systems, if we believe your access codes have been or may be obtained or are being used or may be used by unauthorized person(s). Furthermore, if you do not log on to the Positive Pay System or have not had any transactions processed through such system over a period of 6 months, your access to Positive Pay System may be suspended or canceled by Valley Strong Credit Union at its sole discretion, but the Credit Union shall not be liable to you for its failure to do so. Valley Strong Credit Union will use its best efforts to ensure the security of all information input by you or provided to you in connection with your use of ValleyStrong.com. However, you understand, acknowledge, and agree that, because of the nature of the Internet, there can be no absolute assurance in this regard or with respect to the security of any e-mail communications between you and Credit Union. You agree that Valley Strong Credit Union may download certain information, including customer identification information, to your computer or other access device using “cookies” or other technology.

Exceptions

We assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, miscoded items, or checks lacking an encoded serial number. Positive Pay does

not apply to items that have been finally paid before the effective date of any listing or items that are not processed as part of the Positive Pay Service.

Reliance on MICR Encoding

We will not be obligated to verify signatures on any checks that match the information you provide. You understand and agree that we may compare your information on approved checks with information that is encoded on the items presented to us for payment. We will not be required to physically examine matching checks to confirm that they are properly signed, completed, and encoded. You agree that we may rely on such a process and that the process will be deemed an acceptable standard of care for Positive Pay and your account. You understand that Positive Pay may not identify counterfeit or duplicate checks. As such, you agree to review promptly all statements, returned checks, reports and other check and transaction information we make available to you.

Stale-Dated Checks

We may pay stale-dated checks unless you place a stop payment order on such items or remove them from your list of checks approved for payment.

Information Processing and Reporting

We offer a number of Services that require us to receive process and report information involving your accounts and transactions. We will not be responsible for accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

Your Review

You acknowledge that it is not possible for Positive Pay to be free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide Positive Pay for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

Reliance on Third Parties

Our ability to provide certain Services (e.g., in connection with electronic data interchange) is dependent upon our ability to obtain or provide access to third party networks. In the event any third-party network is unavailable, or we determine, in our discretion, that we cannot continue providing any third-party network access, we may discontinue the related Service or may provide the Service through an alternate third-party network. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors.

Amending/Canceling a Transaction

Unless this Agreement or your User Guide provides otherwise, you do not have a right to cancel or amend a payment or transfer instruction (e.g., an ACH payment) once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any dividend or losses that result if the reversal is not affected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction you wish to stop. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings, and damages we incur in effecting or attempting to affect any reversal. You are solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

Our Rejection of Transactions

We may refuse any transfer or payment instruction without cause or prior notice.

Notice of Returned Payments or Transfers

We may notify you electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned (e.g., by the ACH) for any reason. We will not be obligated to credit your account with any dividend unless the return is caused by our failure to properly execute your instruction.

Unauthorized Transactions

We may process any payment or transfer instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the security procedures (e.g., we obtain the Security Code) you and we have agreed upon for Positive Pay. The instructions will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such transactions, even though they are not transmitted or authorized by you.

We may elect to verify the authenticity or content of any instruction, as an alternative security procedure, by placing a call to any authorized signer on your account or any other person designated by you for that purpose. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.

Transaction Limits and Safeguards

You agree not to exceed the Positive Pay transaction limits we establish from time to time for your account (e.g., in connection with ACH transactions). You agree that you will not allow anyone to initiate transfer or payment instructions on your behalf without proper supervision and adequate safeguards, and that you will review pending payment and transfer instructions prior to their submission to us to ensure that they are complete, accurate and properly authorized.

Electronic Mail/Internet

If you send us electronic mail ("e-mail"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice and reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third-party networks or persons with access to the Internet. As such, we recommend that you not send account data or other sensitive information to us by e-mail.

Your use of the Internet will be entirely at your own risk. We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or of any Internet web site, including without limitation our web site; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.

You agree that: (a) Internet services are provided to you on an "as is" basis, without warranties of any kind; (b) we, our affiliates, Internet service providers, and licensors will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (c) you will comply with all laws applicable to your Internet activities; (d) you will not transmit any information which is defamatory, abusive, or which may give rise to civil liability; (e) we may monitor your e-mail and Internet communications with our employees; and (f) our Internet Service will be subject to the additional qualifications and operating rules, if any, set forth on our web site.

I. Cash Vault and Deposit Services

Member business expressly acknowledges that the Cash Vault and Deposit Services contemplated in this Section will be made available through Credit Union's contracted third-party provider ("Provider"). The Cash Vault and Deposit Services may be facilitated using one or more concentration accounts maintained by Credit Union with Provider on behalf of multiple customers of Credit Union (collectively "Concentration Accounts"). As a result, credits, debits, and adjustments to Member's account(s) with Credit Union may be delayed one business day. Credit Union, not Member, will have direct access to funds in Concentration Accounts. Member represents that it is sophisticated with respect to business transactions.

Member understands and agrees that this Service Description covers the Cash Vault and Deposit Service and does not cover the handling, or the processing of checks drawn on any account Member may have with Credit Union. Further, except as modified by this

Service Description, items processed remain subject to the terms and conditions of the account deposit terms and conditions.

Armored Courier

To facilitate the Cash Vault and Deposit Services, Member will be responsible for contracting with an armored transport carrier ("Courier") for transportation services to and from Credit Union and/or Provider. Courier shall for all purposes be considered the agent of Member and Member acknowledges and agrees that the Courier is not an agent, employee, or other representative of Credit Union. Neither Credit Union nor its employees or agents shall supervise, direct or control Courier's performance under the Service Description or under Courier's agreement with Member.

Member understands that time is of the essence to affect the Cash Vault and Deposit Services and that local traffic conditions and other circumstances may affect the timing of pick-ups and drop-offs by the Courier. Member acknowledges that the Courier may not wait for Bag(s) due to its other scheduled time commitments, further that for security reasons the Courier may abandon or delay any scheduled pick up or drop-off and Member agrees to develop alternate safekeeping procedures for shipments in such cases.

Cash Vault Feature

The cash vault feature of the Cash Vault and Deposit Services allows Member to place orders for coin and currency (collectively "Cash"). Before utilizing the cash vault feature, Member agrees to identify the name(s) and location(s) of the persons authorized by Member to receive the Cash, as well as applicable security credentials, in accordance with the Supporting Documents. Member's duty to safeguard the security credentials under the Cash Vault and Deposit Services shall at least equal the duty as it applies to Security Procedures under the Agreement.

Each time Member uses the Cash Vault and Deposit Service to order Cash, Member agrees that it must have sufficiently available funds in its account to cover the amount of the Cash order, together with applicable fees. Member authorizes Credit Union to debit its designated account for the amount of any Cash order under this Service Description as early as the day Member places the Cash order. If Member fails to designate one of its accounts for this purpose, Member authorizes Credit Union to debit any of the accounts Member maintains with Credit Union for the amount of the Cash orders.

Deposit Feature

The deposit feature of the Cash Vault and Deposit Services allows Member to present items and Cash for deposit to Member's Credit Union deposit accounts, using Provider's local depository facilities. Deposits of Cash may be subject to a daily or transaction-based limitations. All deposits made must be entered by Member on deposit tickets. The deposit tickets must be locked, sealed in the containers ("Bags"), and placed with the Courier by Member or Member's authorized representative. Items delivered pursuant to the Cash Vault and Deposit Service including any instructions provided in the Supporting Documents, must be payable to Member and be properly endorsed by Member.

Contents of Bags

Member agrees deposits shall be placed in locked, sealed Bags approved by Provider, including the use of any special deposit bags or deposit slips. No other Bags will be accepted by Credit Union or Provider. The Bags shall include no property other than: (a) negotiable instruments payable to Member; (b) Cash; and (c) deposit slip(s) indicating the total dollar amount of such negotiable instruments, Cash and the account or accounts of Member in which such sums are to be deposited.

Receipt of Bags

Credit Union or Provider, as applicable, may accept Bags from any person Credit Union or Provider believes in good faith to be the Courier. Credit Union shall not assume responsibility for collection or be considered to have received a Bag until it is delivered by the Courier to Credit Union or Provider, the contents have been verified by Credit Union or Provider, and Courier receives from Credit Union or Provider written acknowledgment of receipt of such delivery. Similarly, any Bag contents returned or sent to Member by or on behalf of Credit Union shall be deemed received by Member when delivered by Credit Union or Provider to the Courier.

Processing Deposits

Upon the Courier's delivery of a Bag to Credit Union or Provider, Credit Union or Provider is authorized to open the Bag and verify the contents, and to credit the contents thereof for the benefit of the designated account of Member. If no account is designated, Credit Union or Provider may credit the deposit for the benefit of any account of Member's. If the contents of the Bag do not conform to the deposit ticket, Credit Union, or its Provider (as applicable) will credit only those contents as are found therein that are in compliance with this Service Description and the Supporting Documents. If the aggregate amount of the contents of any Bag, as counted by Credit Union or Provider, is less than that reported on the deposit slip covering that Bag, Credit Union will debit the Member's account by such difference. Member agrees that the record of Credit Union or Provider as to the contents of the Bag opened by Credit Union or Provider, including the amount of any Cash contained therein, shall be conclusive evidence of the contents of the Bag.

Member agrees that Credit Union or Provider may endorse checks processed for deposit in a manner chosen by Credit Union or Provider (for example, "Credit to the Account of the Within Named Payee," "Payment Accepted Without Prejudice," or "Absence of Endorsement Guaranteed"). Credit Union is not responsible for payor credit Union acceptance or rejection of the endorsements used. If appropriate after processing, Credit Union or Provider will deposit checks and Cash into Member's account with Credit Union and make such funds available to Member in accordance with Credit Union's funds availability policy. Credit Union shall make funds available to Member by credit to Member's account, and Member remains obligated for all adjustments resulting from adjustments to Member's account.

Neither Credit Union or Provider will be deemed a bailee, and the risk of damage, loss or

shortage is expressly assumed by Member, and Credit Union and Provider shall have no liability for any such damage, loss, or shortage. A notice of any discrepancy between the contents of the Bag and the deposit ticket will be delivered or otherwise made available to Member. Credit Union reserves the right to return nonconforming items to Member and Member agrees that Credit Union may charge Member's account for the return costs. Alternatively, and at Credit Union's discretion, Credit Union may require Member to arrange to pick-up nonconforming items. Member agrees to hold Credit Union and Provider harmless for any loss or shortage, including that the contents of the Bag fail to conform to the accompanying deposit slip.

Member recognizes that in following the instructions of Member, Credit Union or Provider may come into possession of items to which parties other than Credit Union may claim an interest. In that regard, Member hereby agrees to at all times to indemnify and hold Credit Union harmless from and against any and all claims, actions, whether groundless or otherwise, as well as from and against, any and all liabilities, losses, damages, judgments, costs, charges, attorneys' fees, and any other expenses of every nature and character in any way related to the claims by any party or parties, whether by action or non-action, with respect to any item of any nature whatsoever, alleged or claimed to have been delivered to Credit Union or Provider by Member.

Smart Safe Deposits

Cash Deposits made to an approved smart safe (the "**Safe**") allow you to receive provisional credit for currency placed into and validated by a smart safe. Currency placed into and validated by the Safe shall be referred to as "**Safe Currency**". You agree that to be eligible for provisional credits, the Safe must be installed at a location designated and approved by us ("**Safe Location**"). Subject to cutoff times in this Smart Safe Deposits Section and other provisions contained in this Agreement, we may provide you with provisional credit for Safe Currency; such provisional credit will be subject to subsequent verification and/or adjustment by us at our designated branch or cash vault location ("**Designated Location**"). You agree that Safe Currency and non-currency items contained in the Safe legally remain in your possession until physically released to and accepted by us or our agent at the Designated Location.

a) Your Responsibilities Concerning Smart Safe Equipment and Armored Courier Service Provider – You are responsible for:
   • The acquisition, whether by lease, purchase or otherwise, of the Safe and/or armored courier services from one of the Credit Union's approved providers;
   • The installation and servicing of the Safe;
   • Any subsequent removal of the Safe;
   • Complying with all terms and conditions of your agreement with the provider that provides the Safe and/or service to the Safe;
   • Registering your Safe's location with Credit Union;
   • Preparing deposits for non-currency items placed in the Safe's manual drop; and
   • Engaging an armored courier to remove the Safe Currency and any manual drop items from the Safe and to transport the same to the Designated Location on at least a rolling seven (7) day, but no more than fourteen (14) day period, depending on the Safe selected.

• You are required to provide and maintain the proper insurance coverages for the Safe and its contents.

We expressly disclaim any responsibility or liability for your arrangement with the armored courier. Each of your Safe Locations must be approved by the Credit Union and have a profile in our system before electronic deposit information will be accepted for processing by the Credit Union and before Safe Currency will be accepted at any of our Designated Location(s). You are not required to prepare deposit and/or duplicate deposit slips with respect to Safe Currency, as deposit information regarding such Safe Currency will be securely transmitted to us in an electronic file from the Safe. Manual drop items will be picked up when your Safe is serviced and delivered with the Safe Currency to us at a Designated Location for processing in accordance with the section entitled "Processing Deposits". You will not receive provisional credit for any items (including currency) placed in the Safe's manual drop. You agree that the armored courier you engage to transport your currency and items to us will meet the requirements set by the Designated Location; and further agree that the armored courier is at all times your agent, not ours, except as otherwise provided herein.

(b) Cutoff Times – The Credit Union's end of day cutoff time for Safe Currency is 10:00 pm Pacific Time ("**End of Day Cutoff**"). Safe Currency reported to the Credit Union on the banking day prior to the End of Day Cutoff will be provisionally credited to your deposit account the same banking day. Safe Currency received after the End of Day Cutoff, or on a non-banking day, will be provisionally credited to your deposit account as of the next banking day.

(c) Provisional Credit – Until final verification at the Designated Location, any credit provided for Safe Currency is provisional credit which is the amount credited to your designated deposit account when the Safe sends its electronic updates to us upon your deposits of currency into the Safe. Safe Currency will be available to you for all purposes subject to the End of Day Cutoff. Safe Currency may be the subject of legal process.

(d) Settlement – Subject to Credit Union's right of rejection, upon receipt of the Safe Currency at the Designated Location, the Safe Currency will be verified and, at that point, the provisional credit for the Safe Currency shall be deemed final credit. In the event of a discrepancy (regardless of the reason for the discrepancy) between the Safe Currency amounts transmitted in the electronic file from the Safe and the Safe Currency amounts verified at the Designated Location, an adjustment shall be made to your deposit account. Information concerning such adjustments will be reflected in your deposit account statements and, in some cases, in written or electronic advices and reports produced through our Internet Banking Service. We shall not be deemed a bailee, and the risk of damage, loss or shortage is expressly assumed by you. We shall have no liability for any such damage, loss, or shortage. A notice of any discrepancy between the contents of the Safe and the electronic file and/or deposit tickets will be delivered or otherwise made available to you. We reserve the right to return nonconforming items to you and you agree that we may charge your account for the return costs. Alternatively, and at our discretion, we may require you to arrange to pick-up nonconforming items. You agree to hold us harmless for any loss or shortage, including that the contents of the Safe fail to conform to the accompanying electronic file and/or deposit slip.

(e) Armored Courier Scheduled Pickups – Each Safe Location requires a minimum of one armored courier pick- up per a rolling seven (7) calendar day period for a regular size Safe and a rolling fourteen (14) calendar day period for a smaller size Safe. You agree to establish and maintain an armored courier pick-up schedule that minimizes the aggregate amount of Safe Currency kept across all of your Safes.

(f) Limitations of Liability – YOU ASSUME ALL RISK OF LOSSES FOR ANY SAFE CURRENCY UNTIL SUCH CURRENCY IS RECEIVED AND VERIFIED BY US AT A DESIGNATED LOCATION. YOU ACKNOWLEDGE THAT WE DO NOT PROVIDE, NOR DO WE MAKE ANY RECOMMENDATIONS REGARDING THE SAFE. WE HAVE NOT MADE AND DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OF NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE SUITABILITY OF THE SAFE, ITS' DURABILITY, ITS' CONDITION, ITS' QUALITY, AND/OR ITS' RELIABILITY. ACCORDINGLY, WE ALSO DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR PARTICULAR PURPOSE WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE. WE SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE SAFE OR ANY FILE TRANSMITTED FROM THE SAFE, HOWEVER ARISING OR THE USES THEREOF OR THE FAILURE OF ANY OPERATION THEREOF, NO REPRESENTATION OR WARRANTY AS TO THE SAFE OR ANY OTHER MATTERS BY OTHERS SHALL BE BINDING UPON US OR IMPOSE ANY LIABILITY UPON US. NOR SHALL THE BREACH OF SUCH RELIEVE YOU OR IN ANY WAY AFFECT ANY OF YOUR OBLIGATIONS TO US HEREIN. IF THE SAFE IS NOT SATISFACTORY FOR ANY REASON, YOU SHALL NOT MAKE ANY CLAIM ON ACCOUNT THEREOF AGAINST US. REGARDLESS OF CAUSE, YOU WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST US FOR LOSS OR ANTICIPATORY PROFITS OR ANY OTHER INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES.

(g) Supplemental Representations and Warranties – In addition to the representations and warranties set forth in this Agreement, you represent and warrant to us that (a) you have given or procured, as the case may be, all necessary consents and approvals for our accessing of your information and/or information of the armored courier, as we deem appropriate, for purposes of this Smart Safe Deposits Service; and (b) you and/or the armored courier as your agent shall safeguard all Safe Currency and non-currency items until delivery of the same at the Designated Location and commencement of verification.

(h) Security Breach or Loss of Safe Currency – In the event that (a) the security of the Safe is breached prior to such delivery and commencement of verification at the Designated Location; (b) delivery of the Safe Currency to the Designated Location is delayed; and/or (c) the Safe Currency never reaches the Designated Location (regardless of the reason), we may reverse and/or adjust any credit, provisional or otherwise, provided with respect to such Safe Currency. You agree to notify us promptly in the event of any such security breach, delay, or loss of Safe Currency.

(i) Supplemental Termination Provisions – In addition to our termination rights in Smart Safe Deposits Section , we may immediately terminate your use of the Smart Safe Deposit Services in the event:

(a) you breach, or permit the breach of, the security of the Safe;

(b) we determine that you have failed to maintain a financial condition that we deem to be reasonably satisfactory to minimize any credit or other risks to us in providing the Smart Safe Deposit Services or we deem immediate termination to be necessary or appropriate to prevent a financial loss to us;

(c) you breach any provision of this Agreement; and

(d) we, in our sole discretion, determine if provisional credit is no longer feasible or desirable for us to continue to offer.

Cutoff Hours

Bags delivered by the Courier on a business day after applicable cut-off hours, or to Credit Union or Provider on a day when Credit Union or Provider, respectfully, is not regularly open for business, need not be opened, verified, or credited by Credit Union or Provider until the following business day.

Record of Contents of Bags

Member shall maintain a complete record of all items placed in the Bag(s) and in the case of loss, to promptly, diligently, and completely cooperate with Credit Union in the identification or replacement of the items so lost. Such cooperation shall include, without limitation, requests by Member to makers of missing checks to issue duplicates, and in the event the makers thereof refuse to do so, then to assert all its legal and equitable rights against said makers or, if applicable, to subrogate such rights to Credit Union or its assigns. The provisions of this paragraph are not intended to alter or modify the responsibility for any loss, shortage or discrepancy set forth in the Service Description.

Member Insurance

Member acknowledges that, always during the term of the Cash Vault and Deposit Services, it shall be Member's sole responsibility to purchase and maintain insurance against loss or damage to the contents of Member's Bags, including Cash, while being handled by the Courier. Credit Union is not and shall not be considered an insurer of any of the deposits or contents placed with the Courier.

Fees

In addition to the other fees applicable to the Cash Vault and Deposit Services, Member agrees that due to the future uncertainty of fuel supply, allocation and the constant fluctuation in price, Credit Union may have to institute a fuel surcharge in addition to the contractual charges, based upon prevailing conditions.

Security Procedures

Member agrees to implement commercially reasonable security procedures (for example, identification credentials, pass codes, pass phrases, challenge questions and/or test keys which may change from time to time) sufficient to satisfy their respective needs to ensure the authenticity of the authorized individual(s) acting on behalf of the Courier and the Provider, and for the protection and transport of Bag(s). Member expressly acknowledges that Credit Union will not be responsible or liable to any party due to any loss or failure resulting from the existence, lack of existence, or inadequacy of Member and/or the Courier's security procedures. Member further expressly acknowledges that it has reviewed the Courier's security procedures and has determined that they are sufficiently commercially reasonable for Member's intended use of the Cash Vault and Deposit Services, including but not limited to the transportation of Cash. Credit Union makes no representations or warranties, express or implied, as to the existence or sufficiency of the Courier's security procedures. UNDER NO CIRCUMSTANCES SHALL CREDIT UNION BE RESPONSIBLE FOR OR HAVE ANY LIABILITY WITH RESPECT TO ANY ITEMS OR CASH UNTIL THEY ARE ACTUALLY DELIVERED TO AND RECEIPTED BY CREDIT UNION, INCLUDING DELIVERED TO AND RECEIPTED BY PROVIDER ON CREDIT UNION'S BEHALF, AT THE DESIGNATED BRANCH LOCATION, AS PROVIDED IN THE SUPPORTING DOCUMENTS.

Credit Union's Limited Liability and Risk of Loss; Member Indemnification

In addition to the limitations on liability otherwise provided under this Service Description and the Agreement, Credit Union shall not be liable for any act or omission of the Courier, including but not limited to any failure to make pick-ups or drop-offs as scheduled, or the loss or theft of any Bag. In no event shall Credit Union be liable for any loss of profit, indirect, special, or consequential damages claimed to be incurred by Member in any way arising from or pertaining to Cash Vault and Deposit Services provided pursuant to this Service Description. No coverage or guarantee against loss is made or assumed by Credit Union for funds in transit to or from Credit Union at any time.

Except as hereinafter provided, Credit Union will be responsible up to the amount of fifty dollars ($50.00) per shipment, for the reconstruction of the Member's property lost or destroyed in route from the Member's location to a Credit Union branch or Provider's facility. In the event reconstruction of items lost, misplaced, or destroyed in route from Member's location to a Credit Union branch or Provider's facility is not possible, Credit Union shall be responsible for ten percent (10%) of the actual or face value of said items, but in no event more than fifty dollars ($50.00) per shipment. Member agrees that Credit Union will not be responsible for any loss of interest incurred by Member. It is further understood and agreed that under no circumstances shall Credit Union be responsible or liable for any special, incidental, or consequential damages, including but not limited to loss of sales, income, interest, profits, attorney's fees, and other costs resulting from loss, delay, non-delivery, or damages to a shipment.

Rejection

Notwithstanding the foregoing, Credit Union reserves the right to reject for deposit any item

or Cash received in connection with the Smart Safe, Cash Vault, and Deposit Service at any time and with or without cause, and either with or without notice to Member. Credit for items and Cash received in connection with the Smart Safe, Cash Vault and Deposit Service will be provisional, subject to Credit Union's right of rejection. Rejected items and cash will be returned to Member.

5. STATEMENTS, NOTICES AND COMMUNICATION

a. Notices. Unless otherwise required by applicable law, or unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you electronically at the statement, email, or mailing address shown for you in our deposit or Service records. Notices to us must be mailed or delivered to us at Valley Strong Credit Union, Attn: Business Banking, P.O. Box 9506, Bakersfield, CA 93389.

b. Statements. Information on transfers to or from your accounts will be reflected on your periodic statements and will be available to you on-line. We are not required to provide you with any other notice of the receipt, transmittal or debiting of wire transfers, ACH entries or bill payments.

c. Notification of Unauthorized Access/Transfers. You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of the Security Codes or User Guide; or (d) other problems related to the Services.

You also agree to notify us immediately if you believe your Password has been lost, stolen or if you believe someone has scheduled transfers or may schedule transfers or otherwise use your account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus maximum overdraft line of credit if you have one with us). You can contact the Credit Union during regular business hours by calling (800) 221-3311, by sending an e-mail to mbsdeptment@valleystrong.com, or by writing a letter and sending it to Valley Strong Credit Union, Attn: Business Banking, P.O. Box 9506, Bakersfield, CA 93389.

d. Liability for Unauthorized Transactions. You Are Responsible for Unauthorized Transactions if we act in accordance with our security procedures with respect to such unauthorized transaction. If you report to us that a transaction on your account was unauthorized, you agree to: (1) submit your claim of unauthorized transaction in writing to us by completing a declaration under penalty of perjury describing your claim of unauthorized transaction (in an affidavit form approved by us, if so requested); (2) file a police report; (3) complete and return to us any documents requested of you; and (4) in all respects, cooperate fully with us in our investigation of your claim of unauthorized transaction. During our investigation, we may, at our sole discretion, provide a credit to your account up to the amount of the unauthorized transaction while we investigate your claim of unauthorized transaction. We reserve the right to reverse any credit made to your account if you fail to cooperate fully with our investigation or if we determine that the transaction that gave rise to your claim of unauthorized transaction was conducted in compliance with the security procedures with respect to such transaction.

e. E-statements, eNotices, And Alerts. E-statements, eNotices and Alerts are services provided through online and mobile banking. With E-statements you can view, download, and print your statements. Alerts allow you to create alert notifications for balance updates, low balance, high balance, large withdrawal, large deposit, check cleared, loan payment due, loan payment overdue, maturity date and personal alert. You may also receive alerts for loan rate changes.

f. Chat and Email. Secure and Unsecure chat allows communication between Members and Valley Strong Credit Union. Secure email and chat allow Members to ask account specific questions without being required to call, since we can confirm your identity.

g. Notwithstanding anything to the contrary contained in this agreement, the chat, email, telephone, mail and in person communication referenced under this Agreement must be completed by the account owner(s), Administrators and Business Users only have access to the Services provided via Online Banking.

6. AMENDMENTS, ASSIGNMENT AND TERMINATION

a. Changes and Modifications. The Credit Union may amend, add, delete, or modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail, and you will be deemed to have received it three (3) days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services.

Your use of the Services after receipt of notification of any change by the Credit Union constitutes your acceptance of the change.

b. Assignment. We may assign or delegate this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition, or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent. You may not assign this Agreement.

c. Termination. We reserve the right to terminate this Agreement, with or without cause, and your use of the Services in whole or in part at any time without prior notice. If the Credit Union becomes aware that you are engaging in any activity directly related to the use of the Service that is illegal or fraudulent under local, state, or federal law or otherwise violates the “About your Credit Union Accounts” agreement or this Agreement, the Credit Union reserves the right to suspend or cancel access and utilization to the Service(s) immediately. The Credit Union may terminate the Service(s) upon becoming aware that you are violating any law or otherwise engaging in activity that is not permitted under this Agreement and/or that may be detrimental to us as determined by us in our sole discretion. We may suspend or terminate your Services or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) the confidentiality of your Security Code is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or any of the Services; (d) you become insolvent or the subject of a

bankruptcy, receivership, or dissolution proceeding; or (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services.

You may terminate this Agreement as to some or all of the Services by giving 30 days prior notice to us Cancellation of Service(s) can be handled by calling the Credit Union at (800) 221-3311, by emailing the Credit Union at mbsdepartment@valleystrong.com, by writing a letter and sending it to Valley Strong Credit Union, Attn: Business Banking, P.O. Box 9506, Bakersfield, CA 93389, or by visiting your local Valley Strong branch office.

Termination will not affect your liability or obligations under this Agreement for transactions that have been or will be processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to Service(s) and does not terminate your other relationships with the Credit Union.

7. LIMITATION OF LIABILITY

a. Disclaimers of Liability and Warranties. The Credit Union shall bear no liability for: (i) compatibility of the Services with all wireless and/or WAP-enabled devices, (ii) server latency or response times for the Services, (iii) additional costs assessed by wireless carriers for text and Internet access, or (iv) any decisions made or transactions initiated by you based on your use of the Services and/or the data accessed by the Services.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR THE CREDIT UNION’S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR MOBILE DEVICE, COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

THE SOFTWARE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE

SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

b. Our Liability for Failure to Make or Complete Transactions. The Credit Union will use commercially reasonable efforts to post your transaction/instruction properly to the account indicated when you use the Services properly and comply with this Agreement. However, the Credit Union shall incur no liability if we are unable to complete a transaction/instruction initiated by you through the Services because of any one or more of the following circumstances: 1) Member error, 2) Member failure to comply with this Agreement, 3) if the Services equipment or software was not working properly and you knew about the malfunction when you started the transaction, or 4) you or any third party (e.g., the U.S. Treasury or an automated clearing house) have not provided complete or correct information, 5) circumstances beyond our control (e.g., fire, flood or interference from outside sources) prevent processing of a transaction despite reasonable precautions on our part, 6) if a legal order directs us to prohibit withdrawals from the account, 7) if your account is closed or if it has been frozen, 8) if you, any Authorized Representative, or anyone you allow, commits any fraud or violates any law or regulation or if any transaction is prohibited by law, regulation, court order, or would be considered illegal activity, 9) if our failure to complete the transaction is done to protect the security of your account and/or the Services, or 10) if delays in processing and/or payment are caused by third-party software and/or services.

There may be other exceptions and we may establish other exceptions in addition to those not specifically mentioned above.

Provided that no exceptions are applicable, if we cause an incorrect amount of funds to be removed from your account, or cause funds from your account to be directed to a person or entity which does not comply with your transfer or payment instructions, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfers.

UNLESS OTHERWISE REQUIRED BY LAW, THE CREDIT UNION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSS OR DAMAGE CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE. NOR SHALL THE CREDIT UNION BE RESPONSIBLE FOR ANY LATE FEES, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL DAMAGES, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING FROM A) THE USE OF, INABILITY TO USE, OR MAINTENANCE OF THE SERVICE, B) THE INTERNET PROVIDER OR ANY RELATED SOFTWARE, OR YOUR OR OUR USE OF ANY OF THEM, C) THE INSTALLATION, USE, OR MAINTENANCE OF YOUR MOBILE DEVICE, PERSONAL COMPUTER, ANY RELATED SOFTWARE, OR OTHER EQUIPMENT, OR D) YOUR BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE LICENSOR OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DAMAGES

ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, THE LICENSOR'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

c. Limitations. Valley Strong Credit Union cannot always foresee or anticipate technical or other difficulties with the Services. These difficulties may result in loss of data, personalization settings or other Services interruptions. Notwithstanding the terms contained herein, with respect to the Services, you acknowledge that the Credit Union does not assume responsibility for the timeliness, deletion, miss-delivery, or failure to store any user data, communications, or personalization settings.

d. Access to Account Data. Some of the Services provide you with balance and other account information. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you may contact (800) 221-3311 for loan and deposit information.

e. You acknowledge that our Services fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

8. INDEMNIFICATION

You agree to indemnify, defend, and hold the Credit Union, including its directors, officers, employees, third party service providers, and agents harmless (by Counsel of Credit Union's choosing) from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Services, any negligent or intentional action or inaction, and/or any breach of this Agreement. The parties agree that this paragraph shall survive the termination of this Agreement.

9. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS

If you believe there has been an error with respect to any transaction or you did not authorize a transaction, you will immediately contact the Credit Union regarding such error or breach as set forth below.

- By calling the Credit Union at: (800) 221-3311.

- By emailing the Credit Union at: mbsdepartment@valleystrong.com; or
- By writing a letter and sending it to Valley Strong Credit Union, Attn: Business Banking, P.O. Box 9506, Bakersfield, CA 93389. Contact us 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 sent the FIRST statement on which the problem or error appeared.
- Tell us your name and Account number.
- 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 ten (10) business days. We will tell you the results of our investigation within ten (10) * business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five** days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) * business days 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 ten (10) business days, we may not credit your Account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

* If you assert an error within 30 days after you make the first deposit to your Account, we will have twenty business days instead of ten (10) business days.

** If you give notice of an error within 30 days after you make the first deposit to your Account or notice of an error involving a transaction initiated outside the United States, its possessions, and territories, we will have 90 days instead of 45 days to investigate. For transactions subject to Visa Operating Rules and Regulations, you will receive a provisional credit for Visa Check Card losses for unauthorized use within five (5) business days after you have notified us of the loss. This does not apply to ATM transactions using a PIN(s).

Note that the above-referenced notification obligations do not limit your liability for any unauthorized transactions.

10. AGREEMENTS AND ACKNOWLEDGMENTS

a. User Conduct. You agree not to use the Services or the content or information delivered through the Services any way that would (a) infringe any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve unlawful internet gambling, involve the sale of counterfeit or stolen items or use the Services to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation; (d) be false, misleading or inaccurate; (e) create liability for the Credit Union or its affiliates or cause the Credit Union to lose (in whole or in part) the services of any third party providers; (f) be defamatory, trade libelous, threatening or harassing; (g) may potentially be perceived as obscene or pornographic or contain child pornography or racially, ethnically or be otherwise objectionable; (h) interfere with or disrupt computer networks or

infect the computer networks with viruses; (i) interfere with or disrupt the use of the Services by any other party; (j) use the Services in any manner to gain unauthorized entry or access into the Credit Union's computer systems; or (k) resell or make any commercial use of the Services.

b. Security. You understand the importance of your role in preventing misuse of your accounts through the Services and you agree to promptly examine your statement for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, your Username and Password, and your personal identification information. Notwithstanding our efforts to ensure that the Services 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. The Credit Union cannot and does not warrant that all data transfers utilizing the Services or e-mail transmitted cannot be monitored or read by others. You agree that the Credit Union does not have control as to the persons who have access to your Access Device(s), Username(s), and Password(s). The Credit Union will not be liable for any unauthorized access to Access Device(s) using your Username(s) and/or Password(s). You agree that it is your responsibility to INITIATE AND MAINTAIN adequate procedures to prevent any unauthorized access to your Access Device(s) or unauthorized use of your Password(s). You are solely responsible for making sure your Access Devices are protected from and free of viruses, worms, Trojan horses, or other harmful destructive elements which could result in damage to your device, equipment, programs, files, computers, phones, tablets, or could result in interception of information by a third party. These responsibilities include, without limitation, you are utilizing up to date web-browsers, equipment, devices and best commercially available encryption, antivirus, anti-spyware, and Internet security software.

c. Compliance with Laws. You agree to comply with all applicable laws and regulations when using the Services. You agree not to initiate any wire transfer, ACH entry or payment that would violate the economic sanctions administered by the U.S. Treasury’s Office of Foreign Assets Control.

d. Your Records. This Agreement and the Services are not intended to relieve you of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. You agree to retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file, or entry until ten business days following receipt by us of the deposit, file, entry, transmission, or other order affecting an account.

e. Monitoring of Communications. You agree on behalf of yourself, your employees, and agents that we may monitor and record your telephone and electronic communications in connection with the Services at any time, without further notice to you or any party to the communication.

f. Agents. You will not allow others to provide instructions to us (e.g., wires transfer orders or ACH entries) on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend, and hold us

harmless from any actions, claims, proceedings, damages, losses, and costs which you or we incur because of their actions or omissions.

g. No Third-Party Use. Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Services transactions on your behalf.

11. MISCELLANEOUS TERMS

a. Funds Availability Policy. Refer to the "Funds Availability Policy" section of the Credit Union's Business Account Agreement & Disclosure, which applies to Services provided under this Agreement. You can go to the Credit Union website; www.valleystrong.com. You can contact the Credit Union during regular business hours by emailing mbsdepartment@valleystrong.com, or by calling (800) 221-3311.

b. Release. You hereby release the Credit Union, any of its associated or affiliated companies, their directors, officers, agents, employees, customers, and Members of the Credit Union, from all claims of any kind on account of your use of the Services.

c. No Waiver. The Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by a Credit Union Officer. No delay or omission on the part of the Credit Union in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

d. Governing Law. This Agreement is entered into and will be performed in California and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action), shall be governed by and construed in accordance with the internal laws of the State of California and applicable federal law, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary.

You also agree to submit to the personal jurisdiction of the courts of the State of California.

e. Arbitration.

You understand and agree that all disagreements between us, regardless of when they arose, will be resolved by binding arbitration proceeding before a neutral arbitrator and that I am waiving my right to a jury trial or a trial before a judge in a public court. Any arbitration proceeding under this arbitration agreement will not be consolidated with any other party's dispute or treated as a class, and you waive the right to participate as a class Member or class representative in a dispute under this Agreement. Either one of us may request that a dispute be submitted to arbitration before a lawsuit has been filed or within sixty (60) days after a complaint, an answer, a counterclaim, or an amendment to a complaint has been served. This arbitration agreement does not prevent either you or us from: (a) pursuing self-help remedies, including but not limited to exercising offset rights; (b) pursuing provision or ancillary remedies such as injunctive relief or attachment before, during, or after the

arbitration proceeding; or (c) litigating a dispute in small claims court. Any pursuit of self-help or provisional/ancillary remedies shall not constitute a waiver of either party's right to submit a dispute under this agreement to arbitration.

f. Attorneys' Fees. The prevailing party in any dispute between the parties arising out of the interpretation, application, or enforcement of any provision of this Agreement shall be entitled to recover all its reasonable attorneys' fees and costs whether suit be filed or not, including, without limitation, costs and attorneys' fees related to or arising out of any arbitration proceeding, trial, or appellate proceedings.

g. Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral, or written, except as herein contained. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. This Agreement supplements the terms of your deposit agreement with us along with agreements that may be executed for each service described herein, including but not limited to an ACH Origination Agreement, Remote Deposit Capture Agreement, Wire Agreement, etc. Together, they constitute the entire agreement between you and us with respect to the Services.

h. Validity. If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.

i. Survival. Sections of this Agreement entitled "Compliance with Law," "Indemnification," "Limitation of Liability," and "Disclaimers of Liability and Warranties" shall survive the termination of this Agreement.

j. Financial Review. You agree to provide us with a financial statement or information on your financial condition upon our request.

k. No Third-Party Beneficiaries. This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement.

l. Overdrafts. When you transmit a transfer or payment request to us, you authorize us to charge your account for the amount indicated. If your account does not have sufficient available funds, we may reject the transaction. Our allowance of any overdraft will not obligate us to honor future overdrafts later, and we may refuse to do so without cause or prior notice. We may charge a fee for each payment or transfer request presented against insufficient available funds.

m. Security Interest. You grant us a security interest in your accounts to secure the repayment of any overdraft or other obligation that you incur under this Agreement.