



DataNet Online Banking Agreement and Disclosure

In this Online Banking Agreement and Disclosure, the words "you", "your" and "yours" mean each and every one of you who registers for or who utilizes the DataNet Online Banking service. The words "we", "us", "our", and "Valley Strong", "Valley Strong" each mean Valley Strong Credit Union. "Agreement and Disclosure" means this DataNet Online Banking Agreement and Disclosure.

This DataNet Online Banking Agreement and Disclosure specifically governs the Valley Strong Credit Union DataNet Online Banking service and contains your and our rights and responsibilities and the terms and conditions under which this service is provided. **Please read this DataNet Online Banking Agreement and Disclosure carefully and retain it for your records.**

The terms of this Agreement are in addition to the terms of any deposit account agreements you have with us, including the Signature Card, Rate and Fee Schedule, Your Ability to Withdraw Funds, Electronic Fund Transfer Disclosure and Agreement, Truth in Savings Disclosure and any change in terms notices.

DataNet Online Banking Service

Account Access: You may use your personal computer to access your accounts via DataNet. There is no limit to the number of your accounts you will be able to access using the DataNet service. In order to gain access to DataNet, you will need a valid email address on file. You must use your account number and your Social Security Number to access your accounts when first establishing DataNet access. Any person having access to your username and password will be able to access your accounts through the DataNet service and perform all transactions, including reviewing account information and making transfers to other accounts and to other persons. The DataNet service is accessible seven (7) days a week, twenty-four (24) hours a day, except that DataNet services may be inaccessible for a reasonable period on a weekly basis for system maintenance. In addition to the reasons set forth below, we may modify, suspend, or terminate your access to the DataNet service at any time and for any reason without notice or refund of fees you've paid.

Multi Factor Authentication: If you attempt to log-in to DataNet from a new device we will send a text, email or voice message to the phone or email address we have on file for your account. You will need to enter the access code sent to you in the DataNet system in order to gain access to the account.

Equipment Requirements: You must have access to a computer with Internet access. Adobe® Acrobat Reader® may be required to access supporting documents or promotional materials. **JavaScript** is required for the application to function optimally. If not enabled, certain functions will not work properly. - In addition, you must have a printer capable of printing your electronic Communications, and understand that Valley Strong recommends that you do so. In the alternative, you must have and maintain the ability to electronically save and visually display electronic Communications on your computer screen. 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.

Types of Transactions: You may use the DataNet service to access your accounts and perform the following transactions:

- Transfer funds between your checking, savings and loan accounts.
- Transfer funds to accounts of other members.
- Review account, balances, transaction history, and check copies for any of your checking, savings, or loan accounts.
- Communicate with us via secure e-mail.
- Request a stop payment on a check you have written.
- Conduct other transactions permitted by Valley Strong.
- Submit a loan application request.
- Open a new membership or account.
- Pay bills.
- Change your mailing address or contact phone number and/or email address.
- Manage mobile banking devices.
- Create and manage balance and transaction alerts.

Eligibility Requirements: Member must be in good standing.

Service Limitations: The following limitations on DataNet service transactions may apply in using the services listed above:

- a. **Account Information:** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our “Your Ability to Withdraw Funds Policy.”
- b. **E-mail:** We may not immediately receive e-mail communications that you send and we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. If you need to contact us immediately regarding an unauthorized transaction or stop payment request, you may call us at the telephone number set forth in the Liability for Unauthorized Access section.

Browsers: Compatible browsers/versions for our Home Banking are:

- Google Chrome: Latest 2 versions
- Firefox: Latest 2 versions
- Microsoft Edge: Latest 2 versions
- Safari: Last 2 major versions
- Chrome for Android: Last 2 major versions
- Mobile Safari for IOS: Last 2 major versions.

Liability for Unauthorized Access: You are responsible for all transfers you authorize under this Agreement. If you permit other persons to use the DataNet service or your password, you are responsible for any transactions they authorize or conduct on any of your accounts (i.e. checking, shares, Visa, loans, etc.) However, tell us at once if you believe anyone has used your password or accessed your accounts through DataNet without your authorization. Telephoning is the best way of keeping your possible losses down. Contact Valley Strong Credit Union at (661) 833-7900 / (800) 221-3311.

If someone accesses your accounts or gains access to your user name and password without your permission, and you notify us within two (2) business days, you can lose no more than fifty dollars (\$50). However, failure to notify us within two (2) business days of learning of unauthorized use of your account or password may result in a loss of up to five hundred dollars (\$500), if we can prove that we could have stopped someone from accessing your account without your permission.

In any event your liability for unauthorized line of credit transactions through DataNet is fifty dollars (\$50.). Also, if your statement shows DataNet transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty days (60) if we can prove that we could have stopped someone from making the transfers if you had told us in time.

If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe that someone has used your password or has transferred or may transfer money from your account without your permission, call us immediately at: (661) 833-7900 / (800) 221-3311.

Or write us at:

Valley Strong Credit Union

P. O. Box 9506

Bakersfield, CA 93389-9506

Business Days: Our business days are Monday through Friday, between 9:00 a.m. and 5:00 p.m. Holidays are not included.

Fees and Charges: There are certain charges for some DataNet services as set forth on our Rate and Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you request a transfer or check withdrawal from your account or line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement.

Periodic Statements: Transfers and withdrawals transacted through DataNet will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

Liability for Failure to Make Transfers: If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, we will not be liable in the following instances. If, through no fault of ours, the available balance in your account is insufficient to complete a transaction; your account is closed; or the transaction amount would exceed your credit limit on your line of credit, if applicable. If you used the wrong password or you have not properly followed any applicable computer, Internet access, or our user instructions for making transfers. If your computer fails or malfunctions or the DataNet service was not properly working and such problem should have been apparent when you attempted such transaction or if circumstances beyond our control (such as fire, flood, telecommunications outages, equipment or power failure) prevent us from making the transaction. If the funds in the account are subject to an administrative hold, legal process or other claim. If you have not given us complete, correct and current instructions so Valley Strong can process a transfer. If the error was caused by a system beyond our control, such as your Internet service Provider. If there are other exceptions as established by us from time to time.

Termination of DataNet Services: You agree that we may terminate this Agreement and your use of the DataNet service, if you or any authorized user of your account or password breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or password. You or any other party to the account can terminate this Agreement by notifying us in writing, over the phone, or through DataNet. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. Once consent is terminated you will have to give consent again in person if you wish to participate in the

service. There are no fees associated with the termination of your Agreement to DataNet. If you terminate, you authorize us to continue making transfers you have previously authorized until such time as we have had a reasonable opportunity to act upon your notice of termination. If we terminate this service, we reserve the right to make no further transfers you have authorized.

Change-in-Terms and Notices: We reserve the right to change the terms and conditions upon which this service is offered. We may add, delete, or amend terms, conditions and other provisions, fees, charges, or other terms described in this Agreement. We will send you a notice to the postal address provided by you and/or send notice to your E-mail address, as requested by you, at least twenty-one (21) days before the effective date of any change, as required by law. Use of the DataNet service is subject to those terms or regulations.

Billing Errors: In case of errors or questions about your DataNet transactions, telephone us at the phone number or write to us at the address set forth above in the Liability for Unauthorized Access section 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 sixty (60) days after we sent the **first** statement on which the problem appears. Tell us your name and account number. Describe the transaction 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 determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will 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 funds 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. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If a notice of error involves an electronic funds transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days. If a notice of error involves an electronic funds transfer that was initiated in a foreign country or occurred within thirty (30) days after the first deposit to the account was made, the applicable time period for action shall be ninety (90) calendar days in place of forty-five (45) calendar days.

Assignment: You agree to be liable to us for any liability, loss, or expense as provided in this Agreement that we incur as a result of any dispute involving your accounts or services. You authorize us to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

Governing Law: This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of California where you opened your account, and by the bylaws of the Credit Union as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this

Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us.

Your Acknowledgments and Agreement

- I agree to the terms, conditions and agreements which govern my accounts at Valley Strong Credit Union. I am responsible for all DataNet Service transactions and the confidentiality of my User Name and Password. I agree not to disclose or otherwise make my Password available to anyone. By agreeing to the terms of this Agreement, I acknowledge that I must have my own Password to access my DataNet account.
- I agree that I will change my Password immediately, if an unauthorized person obtains access to my Password and notify Valley Strong of such activity.
- All monetary transactions via DataNet will be completed subject to available funds in my account.
- I understand this agreement is subject to change with proper notification prior to the effective date of the change, as provided by law or regulation.
- Valley Strong Credit Union may terminate or restrict DataNet transactions without notice and I may terminate this agreement at any time by giving written notice.

After reviewing the above disclosure and agreement terms, click accept below to agree.



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