

## ValleyStar Credit Union Electronic Records Disclosure and Agreement

This Electronic Records Disclosure and Agreement (“Electronic Agreement”) provides important information required by the Electronic Signatures in Global and National Commerce Act of 2000 (“ESign Act”) so that you may receive electronic delivery of all ValleyStar Credit Union (“we,” “us,” or “ValleyStar”) communications, disclosures, notices, agreements and documents (“Records”) relating to your accounts, products and services and so that you may conduct transactions using ValleyStar’s Mobile and Online Banking services by electronic means. Please read this Electronic Agreement and retain a copy for future reference.

**Your Consent.** You must consent to receive Records electronically by selecting the checkbox that you agree. After you consent to this Electronic Agreement, your consent will also apply to the electronic delivery of all Records ValleyStar would otherwise provide in non-electronic form until you withdraw your consent to electronic delivery.

**Special Requests.** After you have provided consent to receive all Records electronically, you may obtain a paper copy of an electronic Record upon request by using any method listed under “Instructions to Withdraw Consent or Obtain Paper Copies.” Refer to the Fee Schedule for any fees associated with these services.

**Right to Withdraw.** You have the right to withdraw your consent to receive any Records electronically and you have the option to receive a paper copy of the Records. There is no fee to withdraw consent. Refer to the Fee Schedule for any fees associated with these services.

**Instructions to Withdraw Consent or Obtain Paper Copies.** If you no longer want to receive Records electronically or you want to request a paper Record, you may call 800-475-6328 8:00AM – 6:00PM ET Monday through Friday, email us at [info@valleystar.org](mailto:info@valleystar.org) or visit any ValleyStar branch location. Branch locations can be found on our website at [valleystar.org](http://valleystar.org). **If you withdraw your consent to receive Records electronically, your ability to use our Mobile and Online Banking services may be terminated or impaired.**

**Current Contact Information.** You must provide us with your valid email address so that ValleyStar may communicate with you regarding your electronic Records and services. It is your responsibility to inform ValleyStar of any changes to your email address by promptly notifying us by using any method listed under “Instructions to Withdraw Consent or Obtain Paper Copies.”

**Hardware and Software Requirements.** To receive Records electronically, you must have the following equipment and software:

- A personal computer or other access device (such as a tablet, smartphone or laptop) with an operating system and a connection to the Internet;
- A current, supported browser with industry standard encryption (128 bit encryption). Supported browsers include current versions of Edge, Firefox, Chrome, and Safari;
- A current version of software that reads and displays Portable Document Format or “PDF” files, such as Adobe Acrobat Reader® (available for downloading at <http://www.adobe.com>), for viewing and retaining Records;
- A current version of the ValleyStar mobile banking application;
- A valid email address;
- A printer, if you wish to print your Records and retain your copy of the Records in paper; and
- The capacity to electronically store your Records (such as to your computer’s hard drive).

**Your Consent to Electronic Transactions.** By providing your consent to this Electronic Agreement, you agree that all agreements entered into by electronic or digital means will be deemed valid, authentic and have the same legal effect as agreements entered into on paper; you confirm that you have the hardware and software described

above, that you are able to receive and review electronic Records, that you have an active email account; and you confirm that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates and users identified with your ValleyStar products and accounts.

### **ValleyStar Credit Union Banking Disclosure and Agreement**

**General.** This Online Banking Disclosure and Agreement (“Agreement”) governs the use of ValleyStar Credit Union’s Mobile and Online Banking services. Please read it carefully as it pertains to any activity conducted by you on ValleyStar’s website, [www.valleystar.org](http://www.valleystar.org) (“Online Banking”), and activities conducted by you on ValleyStar’s mobile application (“Mobile Banking”). For the purpose of this Agreement, the terms “we,” “us,” “our,” “ValleyStar Credit Union,” “ValleyStar,” and “Credit Union” refer to ValleyStar Credit Union. “You” and “Your” refers to the member(s), joint account owners or authorized user(s) using the services and functionality offered through Mobile and Online Banking. This Agreement is intended to constitute a binding agreement between you and ValleyStar that conditions your use of the services offered through Mobile Banking and Online Banking (the “Services”).

If you do not agree to the terms of this Agreement, you may not access or use Mobile and Online Banking or any Services. If you remain on the ValleyStar website or mobile application, or return to either thereafter, you agree to be bound by this Agreement. You agree to act responsibly on the ValleyStar website and Mobile Banking application at all times. The ValleyStar website and mobile application are protected by U.S. copyright laws. All rights are reserved. We may provide links within our website or Mobile Banking application. Links are not intended to imply sponsorship, affiliation, or endorsement. We may change terms or amend this Agreement from time to time without notice or as otherwise provided by law. The ValleyStar website, Mobile and Online Banking application may be used to access certain ValleyStar accounts. Each of your accounts at ValleyStar is also governed by the applicable account disclosures. Your use of Mobile and Online Banking or any Services is your acknowledgement that you have received these agreements and agree to be bound by them.

**By clicking “I agree to the Terms and Conditions” you agree to be bound by the terms and conditions identified in this Agreement, the terms and conditions of ValleyStar’s Electronic Fund Transfers Agreement and Disclosure, as amended from time to time, and ValleyStar’s Truth in Savings Disclosure as amended from time to time, both of which are incorporated herein by reference as though fully set forth. You may access our Electronic Fund Transfers Agreement and Disclosure and our Truth in Savings Disclosure at <https://www.valleystar.org/membershipagreement>**

This Agreement is subject to change from time to time. You will be given notice of a change as required by law. Further, ValleyStar reserves the right, in its sole discretion, to change, modify, add, or remove portions of Mobile and Online Banking and the Services. Your continued use of Mobile and Online Banking or the Services constitutes your acceptance of this Agreement and of any such changes.

To use ValleyStar’s Mobile and Online Banking, you must have at least a primary share account at ValleyStar and the hardware and software requirements set forth in the Electronic Records Disclosure and Agreement. To enroll in Mobile and Online Banking download the Mobile App or go to [valleystar.org](http://valleystar.org) and click Enroll. Enter your member number, Social Security Number and Date of Birth. You will have access to all your accounts once enrolled.

You agree to pay all applicable fees for the Services you choose to use through Mobile and Online Banking in accordance with the applicable Fee Schedule, as amended from time to time.

The Mobile and Online Banking software we make available to you contains software provided by one or more third parties (“Third Party Software”) with whom we are under contract (each a “Third Party”).

You agree that you will not nor will you permit any parent, subsidiary, affiliate, agent or other third party to: (1) sell, provide, distribute, lease, rent, lend, relicense, sublicense, or display Third Party Software or related documentation except as necessary to utilize the Software for online banking activities; (2) decompile, disassemble, reverse engineer or attempt to reconstruct the Third Party Software, identify or discover any source

code, trade secret, know-how, or ideas underlying user interface techniques or algorithms of Third Party Software by any means whatsoever, or disclose any of the foregoing; (3) create any derivative works or any other software program based upon Third Party Software or related documentation or modify Third Party Software in any way; or (4) use Third Party Software or documentation to develop or enhance any product that competes with Third Party Software.

ValleyStar or the Third Parties, as the case may be, retain all rights, title and interests, including intellectual property rights, in and to the Third Party Software and services, any improvements, translations, modifications or derivatives thereof, and any related documentation provided or made available to you, including all intellectual property rights therein. You acknowledge that the Third Party Software and related documentation contain copyrighted material, trade secrets, and other material that is proprietary to one or more Third Parties. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights in the Third Party Software, services, or any related documentation or materials and all rights not expressly granted herein are reserved by ValleyStar and the Third Parties. You agree to assign, and hereby assigns, to the Third Party all rights, title and interest, including all intellectual property rights, in any ideas, modifications, enhancements, improvements, inventions, works of authorship or any other suggestions that you or any of your employees or agents propose, create, author or develop relating to that Third Party's Software or services, and will take all necessary action, including execution of relevant documents, to perfect such party's ownership thereof.

**Services.** The Services available to you through ValleyStar's Mobile and Online Banking include the Services outlined in the Electronic Fund Transfers Agreement and Disclosure and any applicable terms and conditions.

Services available may be added, canceled or changed at any time. We will update this Agreement to notify you accordingly, as required by law. By using a Service when it becomes available, you agree to be bound by the terms and conditions contained in this Agreement, the Electronic Fund Transfers Agreement and Disclosure and the applicable Service terms and conditions. No advance notice is required for changes that are necessary for security reasons. ValleyStar reserves the right to cancel your Mobile and Online Banking privileges, or this Agreement, at any time without prior notice to you.

Mobile and Online Banking are generally available 24 hours a day, seven days a week. However, from time to time, some or all Mobile and Online Banking may not be available due to system maintenance or outage. During such times, you may use Telephone Banking or visit one of our branches. We are not responsible for the unavailability of Mobile and Online Banking Services.

Further, Mobile Banking may not be accessible or may have limited utility over some wireless network carriers. In addition, the Service may not be supportable on all devices. ValleyStar cannot guarantee and is not responsible for the availability of data services provided by your wireless carrier, such as data outages or "out of range" issues.

**Username and Password Protection.** You agree to hold your username and password in strict confidence. You are responsible for keeping your username and password secure and for taking all reasonable precautions to prevent unauthorized or fraudulent use. If you believe your username and/or password has been compromised or stolen or that someone may attempt to use your Mobile and Online Banking Service without your consent, or that someone has transferred or may transfer money from your account without your permission, notify us immediately at the phone number or address shown below in section entitled "Contacting ValleyStar."

We will never contact you (or ask anyone to do so on our behalf) with a request to disclose your password. **If you receive such a request (even if they are using our name and logo and appear to be genuine), or you suspect any unauthorized person knows your username or password, please contact us immediately.** Additionally, if your computer or other access device is lost or stolen, please contact us immediately. If you fail to do so, you may be liable for unauthorized transactions on your account(s).

Any person whom you permit to use your username and password (an "authorized user") will have access to all of your accounts that are available through Mobile and Online Banking. An authorized user will have the authority to

perform functions through Mobile and Online Banking, including the ability to transfer funds to and from your savings, checking, money market and loan accounts, enroll in or access Bill Pay Services, make ACH and Wire transfers, view your eStatements, update your personal information, view your account details and summaries and perform other functions that you would be able to perform.

You are fully responsible for all transactions made by you or your authorized user, even if the amount of the transaction exceeds your available funds or the number of transactions exceeds your transaction limit. ValleyStar shall not be liable if, through no fault of ours, you do not have sufficient funds in your account to cover transfers and/or payments rendering a transaction unable to be processed. If you have insufficient funds in your account and you have opted to receive overdraft protection, ValleyStar is authorized to use your savings account or the line of credit as overdraft coverage, up to the approved limit, in accordance with the terms and conditions of your Line of Credit Agreement, if applicable.

Except as otherwise provided in this Agreement, ValleyStar will have no liability to you for unauthorized transactions, payments and transfers made by someone who has used your username and password to access your accounts through Mobile and Online Banking.

**Privacy Notices.** Protecting your privacy is of great importance to ValleyStar. We maintain a strict confidentiality policy to protect not only your financial assets, but your personal information as well. Please see our Privacy Notice at [www.valleystar.org/privacy](http://www.valleystar.org/privacy) relating to the collection and use of your information.

**Examine Your Statement.** You must promptly review your periodic statement(s) upon receipt. See In Case of Errors or Questions About Your Electronic Transfers in this Agreement or in our Electronic Fund Transfers Agreement and Disclosure. You may access our Electronic Fund Transfers Agreement and Disclosure at <https://www.valleystar.org/membershipagreement>

**In Case of Errors or Questions About Your Electronic Transfers.** To report an error or submit a question about an electronic fund transfer, please refer to the Electronic Fund Transfers Agreement and Disclosure, <https://www.valleystar.org/membershipagreement>

**eStatements.** You may elect to receive your periodic statements electronically through our eStatements service. With eStatements, your periodic account statements will be available for you to view and print.

**Miscellaneous Fees and Charges.** ValleyStar charges fees for certain transactions, requests and optional services. Refer to the applicable Fee Schedule for any applicable fees. You may access our personal Fee Schedule at <https://www.valleystar.org/membershipagreement>. Fees are subject to change. ValleyStar will notify you in writing regarding any fee changes as required by applicable law.

**Contact Information.** It is your responsibility to provide us with accurate and complete contact information so that we may communicate with you. You agree to maintain and advise ValleyStar promptly of any changes to your contact information. You can update your contact information by editing your profile through Mobile and Online Banking, by contacting us by phone, the address listed in the "Contacting ValleyStar" section below or by visiting a branch. ValleyStar shall not be responsible for any delay or failure in your receipt of any communication if we send the communication to the last email address you provided to us.

**Acceptable Use of Services.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Mobile and Online Banking services, regardless of the purpose of the use. While the Mobile and Online Banking services might allow you to perform certain financial functions, it is your responsibility to comply with all applicable U.S. laws and regulations.

**Indemnification.** You acknowledge and agree that you are personally responsible for your conduct and the

conduct of your authorized users, employees, agents, independent contractors, Authorized Representative and Signers and Shared Users, as applicable, while using the ValleyStar website, mobile app, and Mobile and Online Banking services. You agree to indemnify, hold harmless and defend ValleyStar and its affiliates and each of our and their shareholders, directors, officers, employees, agents, and independent contractors from and against any claims, causes of action, liability, loss, damage or expenses (including reasonable attorneys' fees and other expenses) resulting from or arising out of or in connection your breach of this Agreement, your use of ValleyStar's website or mobile app, and your use of the Mobile and Online Banking services.

**Other Agreements.** In addition to this Agreement, you agree to be bound by and comply with all terms and conditions applicable to your account(s) with ValleyStar Credit Union, including, without limitation, as described in your Membership Agreements and Disclosure, including your Truth in Savings Disclosure, and Electronic Fund Transfers Agreement and Disclosure, the prior receipt of which you acknowledge.

**Enforcement.** To report an error or submit a question about an electronic fund transfer, please refer to "In Case of Errors to Questions about Your Electronic Transfers" in the Electronic Fund Transfers Agreement and Disclosure, <https://www.valleystar.org/membershipagreement>. If we determine an error occurred, we will correct it as stated in that policy. If we determine that no error occurred, you agree to be liable to ValleyStar for any liability, loss, or expense, including, but not limited to, return of any credit provisionally posted to your account during our investigation, as provided in this Agreement that the Credit Union incurs as a result of the dispute involving your accounts or the services. You authorize ValleyStar 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, 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 collections actions, if applicable.

**Severability.** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of any such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**Right to Terminate Agreement.** You are responsible for complying with all terms of this Agreement and with the terms of the agreement(s) governing the account(s) which you access using Mobile and Online Banking services. ValleyStar reserves the right to terminate this Agreement and your Mobile and Online Banking privileges under this Agreement, in whole or in part, at any time, or if you do not pay any fee required by this Agreement when due, or if you do not comply with the agreement(s) governing your accounts, or your accounts are not maintained in good standing.

**No Waiver.** ValleyStar shall not be deemed to have waived any rights or remedies it may have under this Agreement unless such waiver is in writing and signed by an authorized representative. Our delay or omission in exercising any rights or remedies shall not operate as a waiver of such rights or remedies, and our waiver on any given occasion or under any circumstances shall not be construed as a bar to our waiver of any rights or remedies in the future.

**Assignment.** You shall not assign, transfer or delegate any of your rights or obligations under this Agreement without our prior written consent, which we may withhold in our sole discretion. We may at any time assign, transfer or delegate any or all of our rights or obligations under this Agreement to any party without your consent.

**Disclaimer of Warranties and Liability**

YOU EXPRESSLY AGREE THAT USE OF THE VALLEYSTAR WEBSITE, MOBILE APPLICATION, INTERNET BANKING, AND MOBILE BANKING IS AT YOUR SOLE RISK. FURTHER, YOU EXPRESSLY AGREE THE VALLEYSTAR WEBSITE, MOBILE APPLICATION, INTERNET BANKING AND MOBILE BANKING SERVICES, AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND

NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OR CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF THE CREDIT UNION AND ITS AFFILIATES, SERVICE PROVIDERS, AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS. ALTHOUGH WE HAVE TAKEN MEASURES TO PROVIDE SECURITY FOR COMMUNICATIONS FROM YOU TO US VIA INTERNET BANKING AND MOBILE BANKING, AND MAY HAVE REFERRED TO SUCH COMMUNICATION AS "SECURED," WE CANNOT AND DO NOT PROVIDE ANY WARRANTY OR GUARANTEE OF SUCH SECURITY.

IN NO EVENT SHALL VALLEystAR, ITS AFFILIATES, SERVICE PROVIDERS, THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

**Protecting Children's Online Privacy.** We do not knowingly collect, nor is our Mobile and Online Banking designed or directed, to use personal information from children under the age of thirteen (13) without containing verifiable consent from their parents. Should a child, whom we know to be under the age of thirteen (13), send personal information to us, we will only use that information to respond directly to that child, seek parental consent or provide parental notice.

**Your Copy of this Agreement.** We invite you to print a copy of this Online Banking Disclosure and Agreement and retain it for your records. You may also request a copy of this Agreement be mailed to you by using any of the contact information in the section below entitled "Contacting ValleyStar."

**Governing Laws.** This agreement is governed by ValleyStar's bylaws, federal laws and regulations, the laws including applicable principles of contract law, Commonwealth of Virginia's laws, the National Automated Clearing House Association Operating Rules, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, any legal action regarding this Agreement shall be brought in Martinsville, Virginia.

### **Contacting ValleyStar**

Branch locations visit: <https://www.valleystar.org/>

Phone: 800-475-6328

General email: [info@valleystar.org](mailto:info@valleystar.org)

Mail: P.O. Box 5511, Martinsville, VA 24115

## ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

For a full description of Electronic Fund Transfers Agreement and Disclosure, terms, and conditions relating to all electronic fund transfer transactions, please refer to the Electronic Fund Transfers Agreement and Disclosure, <https://www.valleystar.org/membershipagreement>.

### Remote Deposit Capture

You understand and agree that you are not permitted to deposit the following items using the services:

1. Any item is drawn on your account.
2. Any item that is stamped with a "non-negotiable" watermark.
3. Any item that contains evidence of alteration to the information on the check.
4. Any item issued by a financial institution in a foreign country.
5. Any item that is incomplete.
6. Any item that is "stale dated" or "postdated."
7. Savings bonds.
8. Any third-party check, item(s) made payable to someone other than you or other joint and authorized signers on the account.
9. Any item with a restrictive endorsement from another financial institution.
10. Any item drawn on a foreign/international bank.

Remote deposit capture limits may change at any time without any prior notification. The Credit Union reserves the right to revoke this service, reject or adjust any deposits upon submitting the scanned items.

You make the following warranties and representations for each image of an original check you transmit to the Credit Union utilizing the services:

1. Each image of a check transmitted by you 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.
2. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine and accurate.
3. You will not deposit or otherwise endorse to a third party the original item (the original check), and no person will receive a transfer, presentment or return of or otherwise be charged for, the item (either the original item or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
4. Other than the digital image of an original check that you remotely deposit through your services, there are no other duplicate images of the original check.
5. You have instituted procedures to ensure that 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.
6. You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item
7. You have not knowingly failed to communicate any material information to the Credit Union. 8. You have possession of each original check deposited using the services and no party will submit the original check

for payment.

8. Files and images transmitted to the Credit Union will contain no viruses or any other disabling features that may have an adverse impact on ValleyStar's network, data or related systems.
9. If checks are made payable to more than one person, you will endorse the check and the other person will also endorse the check. All persons must be joint on the account for the check to be accepted.

**External Transfers.** "External Transfers" allows you to electronically transfer money between your accounts held at another financial institution ("External Accounts") and an applicable Account(s) you have with us. To make a withdrawal from an account with another Financial Institution, you must provide us with information about your External Account, and you must have withdrawal authorization or withdrawal rights for the External Account. After you have verified your External Account, you may make an "External Transfer" request, you may make a "Scheduled External Transfer" request for a later date, and you may set up a "Recurring External Transfer" (performed at a regular frequency) by creating transfer rules for your request. You authorize us to follow your transfer instructions and to make External Transfers through electronic means or any other means that we determine is appropriate.

**Processing Time.** External Transfers will be processed no later than 3 business days. If you request a Scheduled External Transfer or a Recurring External Transfer, you may stop or edit the transfer request(s) up to 2 business days prior to the date the External Transfer is scheduled to be sent within online banking.

**Deduction and Posting of Funds.** For outgoing Scheduled External Transfers and Recurring External Transfers, we will deduct the funds from your applicable Account with us on the Business Day the transfer is to be made per your request and the rules you set up and our processing schedule described in this section. For outgoing External Transfers, funds will be deducted at the time of the request even though External Transfer may not be sent until the next Business Day. If for any reason the funds are not deducted on the day the External Transfer is sent, we reserve the right to deduct the funds at any future date after the External Transfer is sent, which will usually be the next Business Day. Once funds are transferred from your Account with us to your External Account, the availability of such funds will be at the sole discretion of the other financial institution. You may incur a fee for transferring funds from your Account with us to an External Account, which will be posted to your Account as a separate transaction. Should this fee cause your applicable Account to be overdrawn, you are responsible for any applicable overdraft fees associated with the transaction.

**External Transfer Alerts.** Certain External Transfer alerts are always sent to you. You agree that all email or text alerts sent to you regarding the status of your External Transfer requests are simply a courtesy and will not constitute a transaction receipt or an official bank record of any kind. You acknowledge and agree that these alerts will be sent to the email address or phone number on file, and even if you have informed us separately in the past (or choose to do so in the future) to not send you marketing messages these External Transfer courtesy alerts will still be sent

**Limitations.** You may only make External Transfers between your applicable Account(s) and your verified External Accounts through the Service. You agree not to transfer funds to or from an Account with us and an External Account unless you have authority to do so.

**Account to Account Transfers:**

- **Incoming ACH Limits:** (Requesting funds from an external account for which you have withdrawal authorization or withdrawal rights.)
  - Loan Payments: \$2000.00 Daily/\$5000.00 Monthly
  - Incoming Deposit: \$2000.00 Daily/\$5000.00 Monthly
- **Outgoing ACH Limits:** (Sending funds to an external account.)
  - \$1000.00 Daily/\$2000.00 Monthly
- **Person to Person Transfer**
  - External Limit: \$500.00 Daily/\$5000.00 Monthly
  - Member to Member Limit: \$5000.00 Daily/\$10000.00 Monthly

**ACH Origination Funds Availability.** You can initiate an ACH Origination credit or debit between your ValleyStar account and any accounts that you own at other participating financial institutions. Once an ACH origination has been initiated through your online banking profile, the system will place a hold for 3 business days on funds in your ValleyStar account that totals the amount of funds that has been ordered to leave or come into the account via the ACH origination. The hold of funds will expire upon receipt of funds or 3 business days, whichever occurs first. ValleyStar has the right to extend this hold as it sees fit based on the circumstances of the transaction. All ACH originations are subject to similar ACH fees as set forth in the Fee Schedule. The ODFI has the right to audit the Originator's compliance with the Origination Agreement and Rules.

By clicking "I agree to the Terms and Conditions", I acknowledge that I have read and do hereby accept the terms and conditions contained in both this Online Banking Disclosure and Agreement and the Electronic Records Disclosure and Agreement.