



## **Online Banking Account Access Disclosure and Agreement**

This Disclosure and Agreement (“Agreement”) establishes the rules and requirements regarding your electronic access to your account(s) at Ventura County Credit Union through Online Banking. You are bound by this Agreement when you enroll for Online Banking. You also accept all of the terms and conditions of this Agreement by clicking “Submit” below or by using Online Banking.

**Read this document carefully. You can print a copy for your files.**

For the purposes of this agreement, the terms “we,” “us,” “our,” and “Credit Union” refer to Ventura County Credit Union. “You,” “your,” or “yours” refers to the Credit Union member, joint account owner, or anyone authorized by the member to use the account. “Account” means any one or more share or loan account you have with the Credit Union.

This Agreement explains and describes the types of Electronic Funds Transfers which are available to you within Online Banking. This Agreement also contains your rights and responsibilities concerning transactions that you make through Online Banking, including your rights under the Electronic Funds Transfer Act. The terms and conditions of the Credit Union’s Membership and Account Agreement, Electronic Services Disclosure, and any other applicable agreements and/or disclosures supplement this Agreement and are incorporated herein by this reference. In the event of a conflict between this Agreement and any other agreement or disclosure, this Agreement shall control.

### **ACCESS TO ONLINE BANKING**

To use Online Banking, you are required to create a Username and Password in connection with your registration and use of the Online Banking service. Your Username and Password are confidential and should NOT be disclosed to others. Your Username must NOT be the same as your account number or password. The Username must be between 6 and 20 characters, must start with a letter and may only contain numbers and letters. You are responsible for the proper safekeeping of your Username and Password. If you authorize anyone to use your Username or Password, that authority shall continue until you specifically revoke such authority by changing the Username and Password or by notifying the Credit Union and creating a new

Username and Password. Anyone to whom you give your Username and Password will have full access to your accounts even if you attempt to limit that person's authority.

If you voluntarily subscribe to a third party account aggregation service where your selected Credit Union deposit and loan account(s) as well as your accounts at other financial/investment institutions may be accessed on a website, you may be requested to give your access code to the aggregate service provider. You understand that by doing so, you are providing the aggregate service provider access to your account(s) at the Credit Union.

We recommend that you change your access code regularly. Your access codes must contain between 8 and 20 characters including numbers, letters and special character (~!@#\$%^&?+=) We recommend that you do not use access codes that could be easily guessed, such as your birthdate, last name, or other information that may be publicly available. The access code is case sensitive and must not be the same as your account number or username. We are entitled to act on instructions received under your access code. For security purposes, you must keep your access code and account information confidential. This means that you should memorize your access code and not write it down. If, through your own negligence or otherwise, you make your access code available to an unauthorized third party, you agree to notify us immediately. In such a case, you understand that we may terminate your access to the Service to protect the security of the Service and your Account.

The Credit Union will never contact you and ask you to provide your access code. If you are contacted by anyone claiming to be a representative of the Credit Union who asks you to provide any access code, you understand that you should not provide your access code and you should contact us at (800) 339-0496 immediately to report the incident.

The Credit Union recommends that you purchase and utilize anti-malware software as a defense against keyloggers and certain forms of attacks by unauthorized third parties seeking access to or control over your account. Anti-malware is a term that is commonly used to describe various software products that may also be referred to as anti-virus or anti-spyware. Anti-malware software is used to attempt to prevent, detect, block, and remove adware, spyware, and other forms of malware such as keyloggers.

The Credit Union recommends that commercial (business) online banking users should perform an internal internet banking risk assessment and controls evaluation periodically.

If you forget your Username or Password, you should first utilize the "Forgot Username?" or "Forgot Password?" feature available on the Sign In webpage to assist you. However, if your Sign In is locked or disabled due to the use of an incorrect Username or Password, contact the Credit Union at 800-339-0496.

If you fail to maintain security of your Username and/or Password and we suffer a loss, we reserve the right to terminate your access to Online Banking under this Agreement. We may also take other actions or seek other remedies available to us in contract, at law, or in equity.

Online Banking can be accessed through the Ventura County Credit Union website at [www.vccuonline.net](http://www.vccuonline.net). Online Banking is generally available 24 hours a day, 7 days a week, although some or all of the services may not be available occasionally due to emergency or scheduled system maintenance.

You can perform the following transactions on all accounts which you are authorized and have been given access to:

- Transfer funds from your savings, checking, loan, and money market accounts.
- Obtain balance information for your savings, checking, loan, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access available funds on your AdvantageLine, and Credit Card loans.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Request stop payments on checks.
- Order checks
- Request a check withdrawal (payable to member and mailed to address on file)
- Update selective member information.
- View transaction history for the past 365 days.
- Transfer funds from your VCCU account to another VCCU account with prior authorization.
- Transfer funds between your VCCU account and accounts you maintain at another financial institution.
- View copies of paid checks

### **LIMITATIONS ON TRANSFERS**

Federal regulations restrict the number of transfers and/or withdrawals members may make from their savings or Money Market accounts using an audio response system (Telephone Teller), Online Banking, or automatic overdraft protection. This regulation affects savings and Money Market accounts but does not apply to checking accounts. During any statement period, you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a pre-authorized or automatic transfer. If you exceed the transfer limitations in any statement period, your savings or money market account may be subject to a fee or account closure.

We will not be required to complete a transfer or withdrawal from your account(s) if you do not have sufficient funds in the designated account(s). You agree to not use Online Banking to initiate a transaction that would cause the balance in the designated account(s) to go below zero. If you have a line of credit loan or credit card, you agree not to use Online Banking to initiate a transaction that would cause the outstanding balance of your line of credit loan or credit card to go above your credit limit. We will not be required to complete such a transaction, but if we do, you agree to pay us the excess amount or improperly withdrawn amount or transferred amount immediately upon our request.

### **FEES FOR ONLINE BANKING**

Currently there is no monthly service fee for using Online Banking. However, the Credit Union reserves the right to implement a fee in the future. The Credit Union will notify you of any changes to the fee schedule as required by law. If at that time, you choose to discontinue using Online Banking, you must notify us in writing.

### **PERIODIC STATEMENTS**

Your periodic statement will identify each electronic transaction. You will receive a monthly account statement for each month in which you initiate electronic transactions. If you do not initiate electronic transactions from your account, you will receive account statements at least quarterly.

### **INFORMATION ABOUT YOUR DESIGNATED ACCOUNTS**

You authorize us to obtain any information deemed necessary to process your request for access to Online Banking. Additionally, you agree that we will disclose information to third parties about your designated account(s) or the transactions you make:

1. Where it is necessary for completing or documenting transactions or resolving errors involving transactions.
2. In order to verify the existence and condition of your designated account(s).
3. In order to comply with orders or subpoenas of governmental agencies or courts.
4. If you give us written permission.

### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears.

Call us at: (800) 339-0496;  
Write to: Ventura County Credit Union  
PO Box 6920  
Ventura, CA 93006-6920;  
Fax to: (805) 339-4226

1. Tell us your name and account number.
2. Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made an error or why you need more information.
3. 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 has occurred 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 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 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.

For errors involving new accounts or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. ☒

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.

### **LIABILITY FOR UNAUTHORIZED TRANSACTIONS**

You are responsible for all transactions you authorize using Online Banking services. If you permit someone else to use your Online Banking access codes, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your access code has been lost or stolen, if you believe someone has used your access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. A written notification to us should follow your telephone call. You could lose all the money in your account (plus your maximum overdraft line-of-credit). However, if you believe your access code has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft of your access code, you can lose no more than \$50.00 if someone used your access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access code and we can prove we could have stopped someone from using your access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, TELL US AT ONCE. If you do NOT tell us within 60 days after the statement was mailed to you, you may not get back any money

lost after the 60 days 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 your access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, contact the Credit Union immediately:

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|-----------|---|
| Call us:  | (800) 339-0496;   |
| Write to: | Ventura County Credit Union<br>PO Box 6920<br>Ventura, CA 93006-6920; |
| Fax to:   | (805) 339-4226  |

### **CREDIT UNION 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, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

- Through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request, exceeding your credit limit.
- You used your access code in an incorrect manner.
- Circumstances beyond our control (such as fire, flood, or power failures) prevent the transaction.
- The money in your account is subject to legal process or other claim.
- Funds in your account are pledged as collateral or frozen because of a delinquent loan.
- The telephone or computer equipment you use to conduct online banking transactions was not working properly and you knew or should have known about the breakdown when you started the transaction.
- Your access code was reported lost or stolen or repeatedly entered incorrectly.
- Any other exceptions as established by the Credit Union.

### **GOVERNING LAW**

This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, and the laws and regulations of the state of California. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

**ENFORCEMENT**

You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

**ELECTRONIC SIGNATURE**

By clicking "Submit" below, you are (1) applying for enrollment in our Online Banking Service and (2) indicating that you understand and agree to the terms and conditions hereof.

**SUBMIT**