

Online Agreement and Electronic Funds Transfer Disclosure Terms and Conditions

INTRODUCTION: This Agreement and Disclosure specifically govern Greater Valley Credit Union's online services such as Online Account Access and Electronic Funds Transfer Service. It contains information regarding user rights, responsibilities, terms and conditions under which this service is provided. Please read this Agreement and Disclosure carefully and retain a copy for your records.

In this Agreement and Disclosure, the words "we," "us," "our," "GVCU," and "Credit Union" mean Greater Valley Credit Union. The words "you," "your," and "yours" mean anyone who utilizes Greater Valley Credit Union's online services.

If you have been issued an Online Account Access Password, the following applies to you: The Password allows you to access a particular account structure. You understand that any joint owner(s)/co-trustee(s) may also request a Password of their own, however only one Password per account structure will be issued. You further understand that the Password will allow the joint owner(s)/co-trustee(s) access to funds and/or information on accounts within that particular account structure. Some of the accounts within the account structure may be shares and loan accounts which they may not be a joint applicant. You understand that you will be liable for any advances or money requested by any joint owner(s)/co-trustee(s) or anyone you authorize to access your account or to whom you give your account number and Password. You also understand that if advances are made against your overdraft line of credit to cover overdrafts to your checking account created by a third party with right to access said checking account, you will be fully liable for such advances.

By initiating inquiries and/or fund transfers through Online Account Access or by permitting another user to use Online Account Access on your behalf, you acknowledge receipt of this Agreement and Disclosure and agree to be bound by all terms and conditions contained herein, and all applicable terms and conditions contained in our other agreements with you that governs your checking, savings, and loan accounts accessible in connection with this service. You further agree to follow all instructions provided as reflected on your computer monitor or other system access screen while using Online Account Access.

The terms and conditions of this Agreement and Disclosure are in addition to the terms and conditions of any and all other deposit account and credit agreements, including all such disclosures made pursuant to such agreements you have with GVCU.

ONLINE SERVICES: You can access your GVCU accounts and process transactions 24 hours a day, 7 days a week. Uses for Online Account Access includes:

- Make account balance inquiries;
- Check transaction history;
- Transfer funds between accounts;
- Make cross-account transfers; (Transfer of funds between accounts with the same member name and social security number.)
- Export account activity to personal financial software;
- Apply for a loan. (For applications through Online Account Access, only the primary member may request for a loan. By submitting an application a credit report will automatically be obtained from a Consumer Reporting Agency in the primary members name);
- Place check re-orders. The initial check order must be processed by a Credit Union Representative;
- Change your Password and your e-mail address registered with us.

LIMITS ON TRANSFERS AND TRANSACTIONS: There are no limits on the number or amount of transactions you may initiate through Online Account Access except as stated below, provided collected funds are available in your account or sufficient credit is available on your line of credit. You cannot initiate transfers using Online Account Access to or from Share Certificates or IRA accounts, or any restricted accounts. Overdraft protection (if any) is NOT automatically triggered to cover "insufficient funds" transactions. We reserve the right to limit the frequency and dollar amount of any transactions at any time for security reasons.

TRANSACTION LIMITATIONS ON SAVINGS AND MONEY MARKET ACCOUNTS: You are allowed a total of only six (6) transfers by automatic overdraft, telephone transfers, personal computer transfers, or preauthorized debits per month from your regular shares or money market shares under the same account. You may transfer any available balance, unless limited under another agreement.

FINANCE CHARGES ON LOAN TRANSFERS: Each transfer made from your VISA account, Overdraft Line of Credit, home equity line of credit account, or any other revolving line of credit account you may have with us, is considered a cash advance. Finance charges begin to accrue from the effective date of each loan transfer in accordance with the terms of your credit agreement(s).

FUNDS AVAILABILITY AND ACCRUAL OF DIVIDENDS: Funds from electronic funds transfer credits/deposits will be available on the effective date of the transfer in accordance with our "Funds Availability Policy," which can be found within the Disclosure of Account Information. Dividends begin to accrue on the effective date of the transfer.

ISSUANCE AND CONFIDENTIALITY OF YOUR PASSWORD: You are required to select a Password for use with Online Account Access. The Password is required for security purposes in connection with the authentication of loan applications, transfers and payments you initiate online. Your Password is confidential and should NOT be disclosed to others or recorded on documentation or records located on or around your personal computer. You are responsible for the proper safekeeping of your Password. You agree not to disclose or otherwise make your Password available to anyone not authorized to sign on your accounts. If you authorize anyone to use your Password, that authority shall continue until you specifically revoke such authority by changing the Password or by notifying the Credit Union and obtaining a replacement Password. You understand that if you reveal your Password to anyone, or request the Credit Union issue a Password to anyone else, you have authorized that individual to transfer and withdraw funds from any of your accounts which can be accessed by the Password, regardless of whether that person is authorized to transfer or withdraw funds from the account(s) by any means other than by use of Online Account Access.

If you fail to maintain security of your Password and the Credit Union suffers a loss, we reserve the right to terminate online services to you under this Agreement and Disclosure as well as other Credit Union deposit and loan services. Users should utilize Password protection precautions as appropriate under any particular set of circumstances to ensure proper security over system access and access to account and transaction information and fund transfer capabilities. Online Account Access also provides the capability for you to change your Password. To help safeguard your security, you should change your Password frequently. If you forget your Password or your system access is disabled due to the use of an incorrect Password, you must contact an Account Representative to have a temporary Password issued to you. Contact an Account Representative at 559-233-0867 or toll free at 1-800-605-GVCU (4828). We reserve the right to require written request for a new/replacement Password.

CROSS-ACCOUNT TRANSFERS: Online Account Access will allow you to transfer funds between accounts as long as the name of the primary account holder on both accounts are the same, and the primary social security number for the account(s) are the same. There are no limitations to the number or amount of transfers between accounts except as listed above in the "LIMITS ON TRANSFERS AND TRANSACTIONS" section of this Agreement. You may be required to contact an Account Representative to establish this service.

ACCOUNT STATEMENTS: Your completed online transactions will appear on your periodic account statements. You will get a monthly account statement on the electronic funds transfer activity on your accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. Be sure to review and verify all statement information thoroughly. You may also obtain information on transfers and payments by viewing your account transaction history on Online Account Access.

CREDIT UNION'S 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 and damages. However, there are some exceptions. We will NOT be liable, for example, if: (1) Through no fault of ours, you do not have enough available funds in your account to make the transfer; (2) The transfer would exceed any permitted overdraft line you have with us; (3) Circumstances beyond our control (such as fire, flood, power failure, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transfer despite reasonable precaution taken by us; (4) The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal; (5) The Password or transaction

information or other information you have provided is incorrect, incomplete, ambiguous, or untimely; (6) The system was not working properly and you knew about the breakdown when you started the transfer; or (7) You are in default on an account to which you are attempting a transfer. (There may be other exceptions stated in our agreement with you.)

In addition, the Credit Union will also have no liability whatsoever for failure to complete a payment or transfer you initiate or attempt to initiate through Online Account Access under any of the following circumstances: (1) If you did not properly follow software or Online Account Access instructions on how to make the transfer or payment; (2) If you did not give the Credit Union complete, correct and current instructions or information to process your transaction request; (3) If you did not authorize a payment early enough for the payment to be made, transmitted, received, and credited by the payee/vendor; (4) If the Credit Union made a timely payment but the payee/vendor did not promptly credit your payment after receipt; (5) If your personal computer and/or software malfunctioned for any reason; (6) If the transfer or payment could not be completed due to system unavailability or a telecommunication or Internet Service Provider service failure; or (7) We blocked the transfer to protect the integrity or security of the system.

YOUR RESPONSIBILITY & LIABILITY FOR UNAUTHORIZED TRANSFERS: You are responsible for all transfers and payments you initiate and authorize using Online Account Access. If you permit other persons to use Online Account Access and your Password, you are responsible for any transactions they authorize from any of your accounts. Notify us IMMEDIATELY if you believe that your Password has been lost or stolen or that someone has used it or may use it to access your accounts and transfer money without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus any available credit on your line(s) of credit. Contact an Account Representative at 559-233-0876 or 1-800-605-GVCU (4828). You may also write to us at: Greater Valley Credit Union, P.O. Box 12681, Fresno, CA 93778.

If you notify us within two (2) business days after learning or suspecting that your Password was lost, stolen, or used by someone without your permission, you can lose no more than \$50.00. If you do NOT notify us within two (2) business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission had you 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 sixty (60) days after the statement was mailed or made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have prevented someone from taking the money had you told us in time. If a valid reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: If you think your statement or receipt is wrong or if you need more information about a transfer listed on a statement or receipt, contact an Account Representative at 559-233-0867 or 1-800-605-GVCU (4282), or write to us at Greater Valley Credit Union, P.O. Box 12681, Fresno, CA 93778 as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. 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.
3. Tell us the dollar amount of the suspected error and the date it occurred. 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 will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar 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 in question, 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 request in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving a new account, point-of-sale, or foreign initiated transactions, we may take up to ninety (90) 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 in question. 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.

FEES AND CHARGES: There is no fee for Online Account Access. However, you are solely responsible for the payment of any Internet Service Provider, telephone, and utility company charges incurred in connection with accessing Online Account Access. There are however fees and charges related to the Bill Pay Service feature of Online Account Access. Your account will be charged if you use it. Details on service charges will be provided to you at enrollment or on a Fee Schedule.

ACCOUNT TRANSACTION HISTORY: Each time you inquire and download account transaction information, you will receive information for at least the last sixty (60) calendar days.

ELECTRONIC PRESENTMENT AND PAYMENT OF CHECKS: In some cases when you write a check to a merchant in payment of goods or services, the merchant may present that check electronically for payment instead of sending us the paper check. Generally, merchants who make use of electronic presentment of checks will inform you of their intention to do so at the time you give them your check. When we receive these items in electronic form, they will be debited against your account the same as if we had received the actual paper check; however, these transactions are covered under the provisions of the Electronic Fund Transfers Act. When you provide information to a merchant from your personal check (such as the MICR encoded routing, account and serial numbers), or send your check to a lockbox regardless of whether the check is blank, partially or fully completed, along with your signature, and the check is converted into an electronic funds transfer (or "EFT") to debit the funds from your account, this is covered under the provisions and protections of the Electronic Fund Transfer Act.

When a paper check has been returned unpaid to a merchant because there are not sufficient funds in your account to cover it, the merchant may represent the check to us electronically. The check represented electronically can be processed as an ACH payment, up to three (3) times until it clears (which includes the first presentment which may or may not have been in check form). Represented check entries, which result from the original check being processed in paper form, are NOT covered under the Electronic Funds Transfer Act: it is covered by the Uniform Commercial Code (UCC), and Federal Reserve Regulation CC.

If you wish to place a stop payment order on a check that you have given to a merchant who intends to present it to us electronically, we must receive your stop payment order in such a time and manner that allows us a reasonable opportunity to act upon it before we receive the electronic entry.

RIGHT TO STOP PAYMENT ON ELECTRONIC TRANSFERS: A Stop Payment order cannot be placed once a Greater Valley Online transfer has been initiated by you and accepted by the system, or a bill payment transfer has been made and your account has been debited on the scheduled payment date. If you have made a transfer in error, you must reverse the transaction by initiating a correcting transfer. (Note: Transfers cannot be corrected via Online Account Access when made as transfer/payments to closed-end loan accounts. Contact the Credit Union if you require reversal of these transactions or need additional assistance.) For further information on placing stop payments on bill payment transfers before payment is made, refer to the Bill Pay Service Agreement.

E-MAIL CAPABILITIES AND LIMITATIONS: Greater Valley Online service includes e-mail capabilities allowing you to send and receive electronic e-mail messages to and from the Credit Union. The Credit Union will not immediately receive and review e-mail messages that you send and will NOT process any request for a funds transfer received via e-mail. Further, the Credit Union may not act upon requests for Stop Payments, requests for replacement Passwords, reports of lost or stolen Passwords or unauthorized transactions (refer to "Member's Responsibility and Liability for Unauthorized Transfers" above for appropriate action), reports of lost or stolen MasterMoney Debit Card or VISA Cards, or on any other request in which the Credit Union would normally require written notification or your authorizing signature without first confirming the authenticity of the e-mail request/notification via telephone. In some instances, written confirmation reflecting your authorizing signature may still be required. The Credit Union will not take action based on your e-mail requests until the Credit Union actually received your message and has a reasonable opportunity to act. If your request requires immediate attention, contact an Account Representative at (559) 233-0867 or 1-800-605-GVCU (4828).

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES: We will disclose information to third parties about your account or the transfers you make: (a) Where it is necessary for completing transfers; or (b) In order to comply with government agency or court orders; or (c) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (d) If you give us your written permission.

SYSTEM UNAVAILABILITY: Access to Online Account Access may be unavailable at times for the following reasons: (1) Scheduled Maintenance - there will be necessary periods when systems require maintenance or

upgrades; (2) **Unscheduled Maintenance** - Online Account Access may be unavailable when unforeseen maintenance is necessary; (3) **System Outages** - major unforeseen events, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, may cause system unavailability; or, (4) **Internet Service Provider**; failure by or unavailability of an Internet Service Provider. We will make all reasonable efforts to ensure the availability of Online Account Access; however, we are in no way liable for system unavailability or any consequential damages that may result.

NOTIFICATION AND CHANGES IN TERMS AND CONDITIONS: Any notification, required or appropriate, will be mailed or made available to you online using the current address or e-mail address as it appears on our records. We may change or amend any part of this Agreement and Disclosure at any time, including changes in terms, conditions, and fees, as long as we give you advance notice as required by law.

OTHER LIMITATIONS OF LIABILITY: You are solely responsible for the selection, installation, maintenance, and operation of your personal computer and software. The Credit Union expressly disclaims any and all liability as it relates to the improper use of your personal computer and the transmission of data except as provided by statute. The Credit Union is not responsible for any errors or failures due to any malfunction of your personal computer or the software, or unsuitability of your personal computer or software, any virus, or any problems that may be associated with the use of an online service.

TERMINATION AND AUTOMATIC DEACTIVATION OF SERVICE: You may terminate service to Online Account Access at any time by providing written notice to Greater Valley Credit Union and immediately discontinuing use of the service, or by discontinuing use of the service (by not logging onto the service) for a three (3) consecutive month period. You are solely responsible for notifying any participating merchants (when applicable) that you have terminated your bill payment transfer capabilities. If you do not utilize Online Account Access (by not logging onto the service) for three (3) consecutive months, your access to the service will automatically be deactivated. If this occurs and you wish to reactivate your service, you must contact the Credit Union by telephone or in person. We reserve the right to require a written application before we reactivate access to Online Account Access. The Credit Union may also terminate Online Account Access services and this Agreement and Disclosure at any time by giving you advance notification, either orally or in writing. Whether you or the Credit Union terminate access to your Online service and this Agreement and Disclosure, the termination shall not affect your obligations under this Agreement and Disclosure for any transfers or payments made prior to termination.

ENFORCEMENT: You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union 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 this Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to California law, to payment by the other party of its reasonable attorneys fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable, and any such modification shall not affect any other provision of this Agreement.

GOVERNING LAW: This Agreement is made in California and shall be governed by the laws of the State of California to the extent that California Law is not inconsistent with controlling Federal law. You also understand that California's "Choice of Law Rules" will not be applied if they would result in the application of non-California law.

IMPORTANT NOTICE: Please read these terms and conditions carefully. They are intended to constitute a binding agreement that conditions your use of this Web site. This agreement is a separate and distinct agreement from the Online Agreement and Electronic Funds Transfer Disclosure immediately set forth above. It is the intent of Greater Valley Credit Union that these two agreements are consistent and complimentary, however, to the extent any provision of the two agreements are in conflict, the terms, conditions and obligations of the Online Agreement shall control. By accessing and using this Web site, you agree to be bound by the terms and conditions below. If you do not agree to the terms and conditions below, do not access this Web site. If after reading these terms and conditions you remain at this Web site, or return thereafter, you agree to be bound by this agreement.

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LIMITATION OF LIABILITY: In order to provide you with this service, Greater Valley Credit Union is unable to accept liability for any conduct, acts, or omissions at this Web site or any losses you may incur. In no event shall Greater Valley Credit Union be liable for any damages (including without limitation any direct, indirect, special, incidental, or consequential damages), losses or expenses that arise in connection with the Web site, the use of the Web site, or the inability of anyone to use the Web site, or for any claims by any third parties. Greater Valley Credit Union shall also not be liable for any damages, losses, or expense that arise in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, or computer or system failure. Greater Valley Credit Union shall not be liable for such damages, losses, or expenses even though it or its representatives are advised of the possibility of such damages, losses or expenses.

VIOLATIONS/INDEMNIFICATION: Your access privileges are conditioned on your adherence to the terms discussed here. If you violate any of the terms of this agreement, you agree that Greater Valley Credit Union may deny you access to the Web site. You further agree, at your own expense, to defend and indemnify Greater Valley Credit Union and hold Greater Valley Credit Union harmless against all claims arising in any manner whatsoever which may be asserted against Greater Valley Credit Union, and all losses arising on any manner whatsoever and incurred as a result of any violations of this agreement. If asked to do so, you agree that you will not attempt to access this Web site.

HYPERLINKS: Greater Valley Credit Union provides hyperlinks as a convenience to you and has no control over the content posted at these Web sites, nor does Greater Valley Credit Union make any representation as to the content of these Web sites. Hyperlinks to other internet resources are to be used by you at your own risk. The content, accuracy, opinions expressed and other links provided by these resources may not be investigated, verified, or monitored by Greater Valley Credit Union, and such links are not endorsed by Greater Valley Credit Union unless otherwise specifically stated. If you believe that Greater Valley Credit Union has provided a hyperlink to a site that contains infringing or illegal content or which makes available cracker tools or other circumvention devices, we ask you to notify Greater Valley Credit Union so that we may evaluate whether (at Greater Valley Credit Union's sole discretion) to disable it.

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GOOD SAMARITAN, THIRD PARTY CONTENT POLICY: It is the policy of GVCU not to tolerate any acts of intellectual property infringement or violations of U.S. Law or to allow any child pornography or obscene or defamatory material to be posted at this Web site. Greater Valley Credit Union will do its best, in good faith, to remove, disable or restrict access to or the availability of material that, in its subjective view, is infringing, racist, obscene, obscene as to minors, child pornography, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable. The provisions of this section are intended to implement this policy but are not intended to impose a contractual obligation on Greater Valley Credit Union to undertake, or refrain from undertaking, any particular course of conduct.

UNSOLICITED E-MAIL, SPAMMING & SPOOFING: You may not use this Web site to transmit unsolicited e-mail. You may not send unsolicited e-mail to this Web site or to anyone whose e-mail address includes the domain name used on this Web site. You may not use Greater Valley Credit Union's domain name as a pseudonymous return e-mail address for any communications which you transmit from another location or through another service. You may not pretend to be someone else or spoof another's identity when using this Web site.

NO WAIVER: No waiver of any of the foregoing terms and conditions shall be effective unless it is in writing and signed by an authorized officer of Greater Valley Credit Union, and no waiver shall be deemed to imply or constitute a continuing waiver or a waiver of any other term or condition.

JURISDICTION AND GOVERNING LAW: You will be deemed to have agreed to the exclusive jurisdiction of the State and Federal courts of the State of California, USA, for resolution of any dispute you have relating to the goods or services offered or promoted herein, or to this agreement. The laws of the State of California (excluding its conflict of laws rules) will be applied to any dispute, regardless of where it is heard, and these terms and conditions are governed by the laws of the State of California (excluding its conflict of laws rules).

CONSTRUCTION: If any portion of this agreement is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion shall be construed as narrowly as possible in order to give effect to as much of the agreement as possible.

It's recommended that you print this document for future reference.