

Trumark Credit Union® Online and Mobile Service Agreement for Business

This Online and Mobile Service Agreement (“Agreement”) governs the terms and conditions of your use of Trumark Credit Union’s Online Banking, Mobile Banking (i.e. Trumark Credit Union’s Mobile App), all services, products and functionality offered through these channels, including funds transfer and card services, any applicable software products we may offer through these channels or used to provide you with the services, products, and/or functionality offered via the home banking and mobile channels (hereinafter, collectively, “Online Services”). As used herein, the term “Trumark Financial,” “Credit Union,” “us,” “we,” or “our” means Trumark Credit Union. The term “you” or “your” means the individual or entity that is a member of Trumark and therefore the account owner, any party-in-interest to such account (such as a joint owner, trustee, or guardian) and any individual authorized by an account owner/party-in-interest.

I. General Provisions

1. Agreement to Use Online Services

Upon your use or access of the Online Services, and/or accompanying software, you agree to the terms and conditions of this Agreement. If you find this Agreement is unacceptable to you, you must discontinue your use of the Online Services. We may amend or change this Agreement (including applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail, regular mail, or via the Online Services channels. Your use of the Online Services after we have made such changes available will be considered your agreement to the change.

2. General Terms

The terms and conditions set forth in this Agreement shall in no way affect the terms and conditions set forth in your Membership Agreement and/or account opening disclosures, unless expressly noted otherwise. This Agreement shall supplement your Membership Disclosure, and, if there is any conflict between the terms of this Agreement and your Membership Agreement, your Membership Agreement shall control. Should you need a copy of any such disclosures, please contact us at 1-877-TRUMARK . Please note, Trumark is not responsible for any fees or charges assessed by any third-party (including, but not limited to, data or mobile providers, internet providers, personal financial management software providers – such as Quicken® and QuickBooks®) with respect to your use of the Online Services.

We may waive enforcement of any provision of the Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

3. Governing Law

The Agreement is subject to the laws of the Commonwealth of Pennsylvania and applicable federal laws and rules. If any provision of this Agreement conflicts with the

law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

4. Transferable License; Software and Equipment

Trumark grants to you, for your personal or business purposes only, a nonexclusive, non-transferable limited and revocable right to access and use the Online Services and any Software. Any Software provided through the Online Services must be downloaded by you. You agree not to re-sell, transfer, or use the Online Services and any other accompanying software for any other purpose. You further agree that you may not, and will not, allow or cause any third party to: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Online Services, or use the Online Services to develop similar functionality; (b) copy any portion of the Online Services, except as expressly permitted by this Agreement; (c) sublicense, distribute, export or resell any portion of the Online Services or otherwise transfer any rights; (d) remove any proprietary or intellectual property rights notices or labels on the Online Services; or (e) otherwise exercise any other right to the Online Services not expressly granted in this Agreement. We, or our licensors, own all right, title and interest in and to the Online Services. No license or other right in or to the Online Services is granted to you except for the rights specifically set forth in this Agreement.

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use the Online Services. This responsibility includes, without limitation, using up to date web-browsers and access devices and adequate encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks. You acknowledge that you are responsible for the data security of the Systems used to access the Online Services and for the transmission and receipt of information using such Systems. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems.

5. Passwords and Security

To prevent unauthorized access to your accounts and to prevent unauthorized use of the Online Services, you agree to protect and keep confidential your debit or credit card number, account number, PIN, User ID, Password, or other means of accessing your accounts via the Online Services. The loss, theft, or unauthorized use of your User IDs, Passwords, debit or credit card numbers, account numbers, and PINs, could permit unauthorized persons to gain access to your personal and account information and to use that information for fraudulent purposes, including identity theft, as well as to access the funds in your account(s) and any overdraft limits and/or lines. If you disclose your debit or credit card numbers, account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity, including any data aggregation service providers, to use the Online Services or to access your debit or credit card numbers,

account numbers, PINs, User IDs, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used the Online Services without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-877-TRUMARK (1-877-878-6275).

6. Termination and Misuse of Online Services

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to or use of the Online Services, in whole or part, at any time, for any reason, without prior notice, including, but not limited to your inactivity or non-use of the Online Services, your violation of this Agreement, your Membership Agreement, or any other Agreement issued in connection with the Online Services or products and services associated with your membership, any fraud or suspected fraud, and any attempt to log on to the Online Services from any country under sanctions by the Office of Foreign Assets Control (OFAC). The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. Upon termination, you shall immediately discontinue use of the Online Services.

7. Limitation of Liability and Indemnification

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE ONLINE SERVICES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE SERVICES IS AT YOUR SOLE RISK AND THAT THE ONLINE SERVICES AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ASSUME ALL RISK OF LOSS OF ANY DATA LOST DURING TRANSACTIONS INITIATED BY YOU EVEN IF THE DATA IS LOST DUE TO SYSTEM FAILURE OR INTERRUPTION. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU ARE PERSONALLY RESPONSIBLE FOR YOUR CONDUCT WHILE USING THE ONLINE SERVICES AND AGREE TO INDEMNIFY AND HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, COST OR EXPENSE OF ANY KIND

(INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) THAT WE MAY INCUR IN CONNECTION WITH A THIRD PARTY CLAIM OR OTHERWISE, IN RELATION TO YOUR USE OF THE ONLINE SERVICES. YOUR OBLIGATIONS UNDER THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. Third Party Site Links

The Online Services may contain links to other third party web sites and/or third-party services. We are not responsible for, nor do we control, the content, products, or services provided by linked sites, unless expressly stated otherwise. Your access, use and reliance upon such content, products or services is at your own risk. You expressly agree to be bound by the terms and conditions set forth by those third parties in connection with their provided services. We do not endorse or guarantee the products, information or recommendations provided by linked sites, and are not liable for any failure of products or services advertised on those sites.

9. Text Message/SMS/Wearables

Your use of the Online Services includes access to certain mobile text message services. You agree and authorize Trumark and its service providers to deliver information regarding your mobile transactions to you via text message to the number you have provided to us for this purpose. You agree to indemnify, defend and hold Trumark harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. You understand and agree these services may include personal or confidential information about you such as your account activity or the status of your account. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent via text message. Message and data rates may apply. You may conduct transfers via preselected accounts. You understand all transfers are final upon confirmation and you are liable for any and all transfer activity conducted via text transfers. Additionally, you may view or conduct activity through certain devices including smartwatches. You are responsible for the security of such devices and any activity conducted through said device.

To cancel service, you may deselect your alerts in within the service, follow instructions within the messaging or contact Trumark directly at 1-877-TRUMARK or opting out via the online banking service.

You may conduct transfers via preselected accounts. You understand all transfers are final upon confirmation and you are liable for any and all transfer activity conducted via text transfers

10. Joint Owner and other users

Multiple users are able to access an account via the online service. You understand you are responsible for any activity conducted by any and all users that are granted access to your account including but not limited to scheduled transfers, bill payments, loan payments, deposits, card controls, and any other activity available including third party services. Multiple users may access the service simultaneously. All transactions will be

processed in the order they are conducted. You agree to hold Trumark harmless regarding any duplicate processing that may occur due to multiple users processing, scheduling or requesting similar transactions including but not limited to transfers, deposits, loan payments, and bill payments.

11. Identity and Location Verification

To protect against fraud or other unauthorized access to the Online Services, you authorize your wireless carrier to use and/or disclose information about you and your device to Trumark Financial.

II. Additional Provisions Related to Mobile Deposit

Through the Trumark Mobile App, you will have the option to remotely deposit paper checks (also called, Mobile Deposit Capture) to your consumer accounts (Business Accounts are not eligible for this service) up to the limits (frequency and dollar amounts) imposed by Trumark Financial, which limits are subject to change at any time. To use this service, you must first endorse the check with your signature and the phrase "For Mobile Deposit Only." Failure to endorse the check in this manner may result in Trumark Financial's rejection of the deposit. You must then electronically transmit a digital image of the front and back of paper check using the camera feature of your mobile phone via the Mobile App. Trumark does not warrant that all mobile cameras and operating systems are supported by the Mobile App. All check images must accurately and legibly provide accurate and legible information, such as the information identifying the drawer, complete and accurate routing and account information (or MICR information), the amount of the check, the date of the check and the signature. Trumark Financial reserves the right to reject any check image that does not conform to the above, Trumark Financial's general check deposit procedures (as stated in the Member Agreement or elsewhere), or any regulatory guidelines. Trumark is not responsible for any service or late fee attributed to you for the rejection of any deposit and you acknowledge and agree you are fully responsible for all checks returned unpaid; Trumark may debit your account for payment of such fees or for any amounts credited to your account which are returned unpaid. All deposits are subject to Trumark Financial's Funds Availability Policy, which may be found in your Membership Agreement or by visiting www.Trumark.org. Deposits made after Trumark Financial's hours of operation may result in funds being held an additional day.

Trumark reserves the right to suspend or terminate Mobile Deposit services at any time.

FOR EACH CHECK SUBMITTED, YOU ACKNOWLEDGE, AGREE, AND WARRANT AS FOLLOWS: EACH IMAGE OF A CHECK TRANSMITTED 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; 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; OTHER THAN THE DIGITAL IMAGE OF AN ORIGINAL CHECK THAT HAS BEEN REMOTELY DEPOSIT THROUGH THE SERVICE, THERE ARE NO OTHER DUPLICATE IMAGES OF THE ORIGINAL CHECK AND YOU HAVE POSSESSION OF EACH ORIGINAL CHECK DEPOSITED USING THE SERVICE AND NO PARTY WILL SUBMIT THE ORIGINAL CHECK FOR PAYMENT.

You further agree that that for any image in which you have transmitted, you will be responsible for preventing the transmission of another image of the item or presentment of the item by another means. You agree to retain the item and have it accessible for a period of at least 14 calendar days after the date of deposit acknowledgement. After such period expires, all checks can be destroyed in a manner that will ensure the check(s) cannot be reconstructed after those 14 days. YOU UNDERSTAND AND AGREE YOU ARE SOLELY RESPONSIBLE FOR ANY LOSS CAUSED BY FAILURE TO SECURE OR DESTROY THE ORIGINAL CHECK(S).

In the event you believe there has been an error with respect to any original check or image thereof transmitted to us for deposit or a breach of this Agreement, you must immediately contact Trumark regarding such errors or breach: By Telephone: 1-877-TRUMARK (878-6275) during operating business hours or via email to: mobiledesposit@Trumark.org

III. Additional Provisions Related to Payments and Transfers

1. General Terms Applicable to Bill Payments and Internal/External Transfers

Trumark Financial's Online Services permit you to make one-time and/or reoccurring payments to third parties, as well as transfer funds between eligible Trumark accounts or between Trumark and an External Account at another institution ("External Account"). In using these services, you authorize Trumark to debit your designated Account for each transfer of funds that you initiate. You acknowledge and agree to maintain sufficient funds or available credit in your Account on the transfer date for each such transfer you schedule. Trumark is not responsible for any payment or transfer request if there aren't enough funds in the designated account and reserves the right to cancel any pending payment or transfer where insufficient funds are available. While Trumark does not charge a fee specifically for the use of Online Services, you may be assessed fees for overdrawing your account or other applicable deposit-account transfer related fees (please see Service Fee Disclosure for more information). Online Services may not be used to originate an International ACH (also known as an IAT) transaction or to initiate wire transactions. Please refer to your Membership Agreement for full details. External Transfers made from any line of credit account are an advance on such line of credit, and in addition to accruing interest under the terms of your line of credit agreement, will also be subject to all other terms and limitations on advances thereunder. Trumark reserves the right to refuse payment to any third party in its sole discretion. You will be notified should Trumark refuse to authorize a transaction under these circumstances, unless Trumark is prohibited from disclosing such information to you.

2. Cut-Off Times

There is a 3 p.m. cut-off time for External Transfers. Any External Transfer request made after the cut-off time or on a non-business day or holiday will be initiated the following business day. The cut-off times will reflect the time displayed on our internal system. All Internal Transfers are completed real time.

There is a 2 p.m. cut-off time for internal transfers or payments made to pay a mortgage. Any transfers or payments initiated after the cut-off time will be processed but the payment will not post until the following business day.

Cut off times for Bill Payment are reflected in the Bill Payment platform. For example, if the transaction cannot be processed for four (4) business days, the platform will not permit you to select a payment date less than four (4) business days from the current date. It is your responsibility to ensure payments are scheduled sufficiently in advance to

ensure on-time payment. Trumark is not responsible for any late payment which is made in accordance with Your instructions; however, Trumark will bear responsibility for any late payment related charges up to \$50 should a payment post after its due date, provided the payment was scheduled for timely delivery of such payment.

3. Reoccurring Payments and Transfers

Repeating Bill Payments and transfers that are for the same fixed amount each month will be sent on the same calendar day of each month or on the prior Business Day if the regular scheduled date falls on a non-Business Day. Repeating payments and transfers will be deducted from your account on the transfer date. If you wish to cancel a Repeating payment or transfer, you must cancel your transaction online before 2 p.m. (Eastern Time) the Business Day before the regularly scheduled date.

4. Internal Transfers

Internal Transfers can be used to transfer funds between your eligible accounts held by Trumark Financial. You may make Internal Transfers up to (A) your available balance plus any amount in your overdraft protection account; (B) your credit limit; or (C) from a home equity line of credit, subject to your account terms.

5. Bill Payments

In using the Bill Pay Service, you authorize us to remove funds from your designated Pay From account for all payments that you initiate and you agree to have sufficient available funds on the Send On date or Payment date for each such payment you schedule. You additionally authorize us to credit any returned funds. Please note that if you have Overdraft Protection on your Pay From account, available funds in the account that you use for overdraft protection are included in the determination of funds used for Bill Payments. Your failure to maintain sufficient available funds will result in the nonpayment of your scheduled Bill Payment. Trumark is not responsible for your failure to maintain sufficient available funds and the non-payment of any scheduled Bill Payment based on the insufficiency.

To use the Bill Pay Service you must enter all required fields relating to the Payee. In providing such information, you authorize Trumark to issue the Bill Payment in accordance with those instructions. Please note, your Payee may request editing or altering or payment data to process payments. Trumark will alter your payment instructions in accordance with Payee directives when received to ensure efficient processing of your Bill Payment. Trumark is not responsible for any incorrect or inaccurate information entered by you, or your Payee, including your failure to update Payee information as necessary. Trumark is not responsible for the nonpayment of any Bill Payment due to malfunction of the system which is known or disclosed to you prior to your execution of the transaction, as well as circumstances beyond control of the Bill Payment System (including but not limited to Acts of Nature, God, War and/or other catastrophic events). Trumark further reserves the right to refuse payment to a designated Payee where such Payee violates this Agreement, your Membership Agreement or regulation.

YOU AGREE AND ACKNOWLEDGE TRUMARK IS NOT RESPONSIBLE FOR ANY CHARGES IMPOSED, OR ANY OTHER ACTION, BY A PAYEE RESULTING FROM A LATE PAYMENT, INCLUDING ANY APPLICABLE FINANCE CHARGES AND/OR LATE FEES UNLESS WE CAUSE PROCESSING DELAYS THAT CAUSE

YOUR PAYMENT TO BE LATE. FOR THIS REASON, YOU NEED TO SELECT A DELIVER BY DATE WHICH IS SUFFICIENTLY IN ADVANCE OF THE ACTUAL DUE DATE (NOT THE LATE DATE) OF YOUR PAYMENT OBLIGATION TO ENSURE THAT YOUR PAYMENT ARRIVES ON OR BEFORE YOUR DUE DATE AND NOT AFTER THE DUE DATE OR DURING THE GRACE PERIOD.

You may schedule your payment by selecting an available date. Only the earliest possible dates available to make a payment will be available to select. The service will not allow you to choose a payment date before less than the earliest possible date to pay a Biller. You must select a date that falls on a valid business date. Depending on payment method, your payment may be debited prior to the actual pay date. For example, if the Biller only accepts a draft check drawn on your account, the draft may be debited in order to ensure the payment arrives in a timely manner. If the Biller receives the check early, they could take the check for payment earlier than the scheduled pay date. Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with this agreement.

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

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

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

In the event of a failed or returned delivery, you acknowledge and agree to reimburse Trumark immediately, where applicable, of any amounts due and owing as a result of the failed transaction, including but not limited to, fees imposed by Trumark for the return, fees imposed by any third-party as a result of the return. Should you fail to reimburse Trumark within fifteen (15) days of the written notification notifying you of the failed delivery, a late charge equal to 1.5% for any unpaid amounts will be imposed. You will be responsible for any attorneys' fees and costs related to the collection of amounts due related to the failed or returned delivery.

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

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- To a consumer reporting agency for research purposes only; - In order to comply with a governmental agency or court orders; or, - If you give us your written permission.

In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing

Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Terms related to failed payments apply if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, and there are insufficient fees in the Billing Account.

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

6. Electronic Bill Delivery

Trumark Financial's Bill Payment system provides a mechanism for the delivery of certain electronic bills. Upon activation of the electronic bill feature, the Bill Payment system may contact the Payee of your request to receive electronic billing information. Receipt of electronic billing may take up to sixty (60) days. While the Bill Payment system will attempt to deliver all electronic bills promptly, it is your responsibility to monitor delivery of such statements and the timely payment of such bills. You agree to hold Trumark and the Bill Payment system harmless should the Payee fail to deliver your statements. In addition, Trumark is not responsible for any inaccuracy in your billing statement, the non-delivery or any such statement, or for handling any discrepancy or dispute with your electronic bill, all of which must be handled with Payee directly. Should you wish to cancel the electronic bill delivery service, you may do so at any time through the Bill Payment system. It is your sole responsibility to ensure alternative form of Bill delivery. It may take up to sixty (60) days to effectuate the cancellation request.

7. External Funds Transfer Disclosure and Agreement

a. Description of Service

The Online Banking External Funds Transfer Service enables you to request a transfer of funds: 1) from any eligible Trumark account to a verified account or 2) from a verified account to any eligible Trumark account. Trumark will use the ACH Network to execute your requests, but other methods of transfer may also be used. All requests must be made through the Online Banking External Funds Transfer Service and are subject to the terms of your Membership Agreement, this agreement, are in effect from time to time, and with applicable laws and regulations.

b. Authorization to Transfer Funds

You hereby represent and warrant to Trumark you own each of your accounts, verified such accounts, and have full right and authority to all of the funds on deposit therein. In addition, you authorize Trumark to execute and charge your eligible account(s) for any transfer requests, including any related fees, subject to any applicable limit as to dollar amount (if applicable). You understand and acknowledge we are under no obligation to execute any request for transfers which are not initiated in accordance with proper procedures. You further acknowledge the acceptance and processing of all transfer

requests is subject to the terms and conditions stated in this agreement as amended from time to time. This authorization shall remain in full force and effect until you have informed Trumark that you have revoked your authorization and we have had a reasonable opportunity to act upon it. Trumark reserves the right to change this agreement at any time.

c. Information Relied Upon by Trumark Credit Union

You acknowledge and agree Trumark is relying upon the information you provide in originating a transfer on your behalf. Errors in the information are your responsibility, including incorrect or inconsistent account names, numbers, ABA information, or name of financial institution holding your verified account. Although you represent and warrant to the credit union you are the owner of each verified account and describe it to us by name and account number, you understand and agree if the instructions identify a verified account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand some financial institutions holding your verified accounts may not investigate discrepancies between names and numbers. In addition, you agree Trumark has no responsibility to investigate discrepancies between names and account numbers in this or any instances.

d. Verification of Accounts, Identity and Account Ownership

After agreeing to this agreement and providing any additional information requested (if needed), you will need to enroll accounts you hold at other financial institutions. When you register for this service, you also authorize Trumark to obtain information from any financial institution(s) holding your external deposit accounts in order to confirm your access to and/or ownership of the external deposit accounts. You also authorize Trumark to request information regarding you and your external deposit accounts from other third party sources to verify your identity, account ownership, protect against fraud, confirm your pattern of use or exceptional use, comply with applicable law or otherwise as is reasonably necessary to provide the External Funds Transfer Service to you.

Trumark is under no obligation to you, or any other person, to verify or confirm your identity, registration information, or your ownership of the external deposit accounts; or to confirm that your deposit accounts held at Trumark and the external deposit accounts at another financial institution are held in the same name and/or legal capacity. You represent and warrant your deposit accounts held at Trumark and the external deposit accounts held at another financial institution that utilize this service are held in the same name or legal capacity or you have the authority to make deposits and withdrawals. You agree to provide true, accurate, current, and complete information about yourself and your external deposit accounts held at other financial institutions and you agree to not misrepresent your identity or your deposit account information.

The External Funds Transfer Service will use the Customer Validation Method to verify your control and authority to access the external deposit accounts held at other financial institutions. You must undertake this account verification option in order to use the External Funds Transfer Service for each financial institution you want to set up.
Customer Validation Method

By using the Customer Validation Method to verify deposits, you authorize Trumark to make up two (2) micro-deposits (each less than \$1.00) to the external deposit account(s)

specified by you. You will thereafter verify to Trumark the amounts of each micro-deposit made to the external deposit account owned by you and held at the other financial institution to validate the transactions. This process is a security measure to ensure your ownership of the external deposit account. Upon validation you are granted access to begin external transfers. You may not initiate any external transfers until the Customer Validation is complete.

e. Limits on External Funds Transfers

For purposes of monthly transfer limits, a month means thirty (30) calendar days immediately prior to the date on which a funds transfer request is originated by Trumark Financial. We do not limit the number of funds transfers you may make; however you may not make funds transfers in excess of the number of funds transfers allowed for accounts that are subject by applicable law. Trumark may from time to time, at our discretion and for security and risk management purposes, modify the daily or monthly limits, the frequency, or the dollar amounts of each transfer made using this service.

f. Service Fees and Charges

You understand and agree that you are responsible for paying all fees associated with the use of the Online Banking External Funds Transfer Service. You authorize Trumark to charge your account for any service fees applicable to transfers requested through the service in accordance with Trumark Financial's Service Fee Disclosure in effect at the time you make a request. We reserve the right to change the fees charged for the use of the service at any time. There are no fees for transferring funds into Trumark Credit Union. For all fees and charges see the Service Fee Disclosure [HERE](#).

g. Processing External Funds Transfers

Outbound transfers from this service will be considered as a one (1) business day transfer. An external transfer request remains in "processing" status until fully processed. Transfers in "processing" status will appear in "Transfer History" within the "Transfer" tab in online banking. Next -business day transfers typically remain in "processing" status until the close of the next business day after the transfer request is initiated. Requests for external funds transfers will be initiated on the current business day so long as it is initiated by the cutoff time of 3 p.m. If you initiate a transfer that is not on a business day or on an established holiday, Trumark will not process your request until the next business day.

h. Unsuccessful, Rejected, Delays and Cancellations

If an external transfer fails to be executed, Trumark will notify you, at our discretion, so you will understand the nature and reason for such failure; we will notify you either in writing, via e-mail, conventional mail, or messages delivered through the service. Trumark may reject any request for transfer at any time for any reason, at its discretion; for example, Trumark may reject your request if the request for the dollar amount of one or more of your transfers exceeds your daily or monthly transfer limit, if your account exceeds its available funds, if your request is incomplete, if Trumark identifies a security risk related to you or the requested transfer(s), or if we are unable to fulfill the request for any other reason. You understand and agree if Trumark rejects a request for an external transfer for any reason, you will be informed during your online session or via a secure message within home banking as soon thereafter. You may cancel or amend an external funds transfer request only if we receive your request prior to the execution of the

external funds transfer and at a time which provides us with a reasonable opportunity to act upon the request. Trumark will not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to the recall or amendment of your external transfer request. You agree Trumark will not be responsible for any delay, failure to execute, or misexecution of your external funds transfer request due to circumstances beyond our control; including without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your request to the bank or execution of such request, whether caused by power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank. Trumark makes no warranties, express or implied, including the failure of any intermediary bank or beneficiary bank to credit you or your beneficiary with the amount of the external funds transfer after receipt of same with respect to any matter.

i. Suspension and Reinstatement of Funds Transfer Service

In the event we, at any time, incur a problem with your use of the service, including without limitation, a failure in the external funds transfer service to debit any of your accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy we may have under this agreement or otherwise, we reserve the right to suspend your use of the service, immediately, and without prior notice to you. You understand and agree such action is reasonable for Trumark to take in order to protect itself from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided for under this agreement (see “Error Reporting and Claims”). Trumark reserves the right, in its sole discretion, to grant or deny reinstatement of your use of the service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the service, Trumark Financial, in its sole discretion, may thereafter restore your ability to effect transfers subject to higher limits as then may be in effect (see “Limits on Funds Transfers” above).

j. No Unlawful or Prohibited Use

As a condition of using the service, you warrant to us you will not use the service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this agreement or by any applicable law or regulation. You further warrant and present you will not use the service in any manner that could damage, disable, overburden, or impair the service or Trumark Financial, or interfere with any other party’s use and enjoyment of the service. You may not obtain or use the External Funds Transfer Service to obtain any materials or information through any means not intentionally made available or provided for through the service. You agree that these warranties and representations will remain in full force and effect even if this agreement terminates for any reason.

k. Security Procedures

You understand the financial institution at which an account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand, as your agent, we may provide to financial institution(s) such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such account(s).

You agree to allow us to authorize any financial institution(s) to which you have an account(s) to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed upon from time to time between you and such financial institution(s), or between us, on your behalf, and such financial institution(s), without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition you agree we may authorize financial institutions to charge and debit your accounts based solely on these communications.

I. Means of Transfer

The external transfer service is available for funds transfers to verified accounts in the United States only and transfers are made in U.S. dollars only. You understand Trumark has a variety of banking channels and means to make external transfers; however we will normally use the ACH Network (Automated Clearing House). We may choose any reasonable means suitable to complete a transfer that is necessary to successfully complete your request. You agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, CHIPS or the ACH Network as published by the National Automated Clearinghouse Association (NACHA), and the Federal Reserve Banking System. You agree not to effect any funds transfers from or to an account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, to rules or regulations designated to prevent the transfer of funds in violation of OFAC regulations. You further expressly agree not to originate any transactions which violate the laws of the United States of America. We shall make all reasonable efforts to ensure your transfer requests are processed on time; however, we reserve the right to hold funds beyond the normal period and if any interest earned will be the property of Trumark Financial. We further reserve the right to terminate or suspend this agreement upon no more than ten (10) business days' notice should you be in violation of any of the applicable rules and regulations governing the ACH Network, including but not limited to the NACHA Operating Rules.

m. Our Liability

If we do not provide funds transfer instructions on time, if we cause an incorrect amount to be removed from an account, or if we cause funds from an account to be transferred to any account other than the account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account. Trumark is not responsible or liable if your financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, Trumark shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of Trumark Credit Union hereunder.

You agree your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable accounts to make any funds transfer you request we make on your behalf through the service. You understand and agree we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the funds transfer and the funds transfer is not completed, is later reversed, if your financial institution does not permit the transfer, or the funds transfer would exceed the credit limit on any applicable overdraft line.

You also understand and agree we are not responsible for any losses or damages for circumstances beyond our control (such as fire or flood) prevent us from making a funds transfer or if the Trumark website was not working properly and you knew about the breakdown when you started the funds transfer.

8. ACH Origination for Business

Members approved for ACH Origination are required to abide by additional terms and conditions. These terms and conditions are set forth herein in as Appendix A. In using this service, you hereby agree to the terms and conditions set forth therein. For additional questions about this service, please contact businessservicesgroup@Trumark.org.

9. Error Reporting and Claims

If you think your statement is wrong, if you need more information about a transfer listed, or In case of errors or questions, email memberservices@Trumark.org or call 1-877-TRUMARK (1-877-878-6275), during operating business hours, or by mail by writing to:

Trumark Credit Union Attn:
Funds Transfer Administrator
335 Commerce Drive
P.O. Box 8127
Fort Washington, PA 19034

You can see a complete statement of all your funds transfers affected or pending at any time within Online Banking. We must hear from you within 60 days after we first posted the transfer to your statement.

- 1) Tell us your name and the account number of the account to which the error relates.
- 2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is in error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require you to send us your complaint or question in writing within ten (10) business days. We will determine whether we committed an error within ten (10) business days (20 business days for new member accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for new member accounts) to investigate your complaint or question. If we decide to do this, we will credit/debit the applicable accounts within ten

(10) business days (20 business days for new member accounts) for the amount you believe is in error, so you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) business days, we may not credit/debit the applicable accounts.

We will tell you the results of our investigation within three (3) business days. If we conclude we did not make an error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

We are not responsible for errors, delays, and other problems caused by or resulting from the action or inaction of financial institutions holding the account(s). Although we will try to assist you in resolving any such problems, you understand that any such errors, delays, or other problems are the responsibility of the relevant financial institution of the recipient. Any rights you may have against a financial institution for such errors, delays, or other problems are subject to the terms of the agreements you have with such financial institutions, including any time limits during which complaints must be made.

9. Unauthorized Transfers and Liability

If you think someone else has compromised your access to the Online Banking Transfer or Bill Payment Service, or an unauthorized External Transfer or other type of online transaction has been made from one of your accounts, you must notify Trumark immediately by e-mail at: memberservices@Trumark.org; by phone at 1-877-TRUMARK (1-877-878-6275), during operating business hours, or by mail by writing to:

Trumark Credit Union Attn:
Funds Transfer Administrator
335 Commerce Drive
P.O. Box 8127
Fort Washington, PA 19034

By providing such prompt notice, you may limit your personal liability for unauthorized transfers as more fully described in your Member Account Agreement.

10. Additional Provisions Related to Mortgages

The Service allows for payments to be made to your mortgage. Trumark uses a lock box system to make mortgage payments which has a cut off time of 2 p.m. EST each business day. If a transfer is made after 2 p.m., the payment will be considered received on the following business day. You are responsible to make payments on your mortgage in accordance with your mortgage contract. You agree to hold harmless Trumark for any payments made via the online service if they are made after the cut off time.

The service allows you to view mortgage history including payments and escrow details. It is your responsibility to report any errors to Trumark in a timely manner. If information is needed and not available via the online banking service, you may contact Trumark for additional information. If any error is identified or you would like to make a formal request for information on your mortgage, you may send notice to:

Trumark Credit Union Attn:
Mortgage Servicing
335 Commerce Drive
P.O. Box 8127
Fort Washington, PA 19034

11. External Payments

This agreement is between Trumark (hereafter referred to as "credit union",

“we”, “us” or “our”) and the member (referred to as “you” or “your”). The External Loan Payment Agreement (the “Agreement”) sets forth the terms and conditions for use of our external loan payment services, as described herein. The member should read this Agreement carefully and keep an electronic or print a hard copy of it for your records. Each time you use any Service described in this Agreement, or allow any other person to use any Service in relation to any of your accounts or financial products or services, you are confirming your acceptance of the terms of this Agreement (including, but not limited to, the terms of that particular Service) that are in effect at that time.

a. Description of Services

With External Loan Payments, you may draft an account from another financial institution or utilize a valid debit card to pay a loan account at the credit union. Once your account with us has terminated for any reason, you will have no further right or access to use the Service. Any customer who is authorized to view loan accounts using online banking are eligible for this service.

b. Transaction Limits.

We have the right, at any time, to set dollar limits on daily and monthly transactions. If you attempt to initiate a payment in excess of these limits, the system will not allow you the ability to continue. Our business days are Monday through Friday, excluding holidays. If the due date for your transfer falls on a weekend or a holiday, your transaction will begin processing the next business day. You understand that payments scheduled for the same day or next day may still take 2-3 business days to process and anything submitted after 3 p.m. EST will begin processing the following business day.

c. Requirements

Each transaction must have a valid routing number and full account number or debit card number when submitting the payment. We offer the External Loan Payment service as an added convenience to you. We have the right to terminate this agreement with no prior written notice. We may terminate this agreement based on but not limited to; NSF items, and receiving returned items via the Federal Reserve Bank.

d. Receipt of Deposit

Any confirmation from us that we have received the file does not mean that the file contains no errors. We are not responsible for any files that we do not receive. Following receipt, we will process the payment by processing the file. We reserves the right, at our sole and absolute discretion, to reject any file for External Loan Payments into your loan account.

e. Returned Payment

Any credit to your loan account is provisional. If the original payment is dishonored, rejected or otherwise returned by the receiving bank for payment or are rejected or returned by any commitment for the collecting bank that is obtaining the draft payment, for any reason, including, but not limited to, issues relating to debiting funds, you agree that the provisional credit to the loan account will be reversed. You will reimburse us for all loss, cost, or expense caused by or relating to the processing of the returned item.

f. Your Warranties

You make the following warranties and representations with respect to each payment:

- Each payment is a true and accurate account.
- The amount is accurate.
- You are an authorized signer on the account you have provided to us.

With respect to each payment, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule.

g. Compliance with Law.

You will use this system for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for payments and in accordance with applicable laws, rules and regulations.

h. External Loan Payment Unavailability.

External Loan payment may be unavailable temporarily due to system maintenance or technical difficulties, including those of the internet service provider, cellular service provider and internet software. In the event that External Loan Payment is unavailable, you may make a payment at our banking offices or via phone at 1-877-TRUMARK .

i. Responsibility.

You are solely responsible for the completeness, accuracy, validity and integrity of each External Loan Payment initiated. You are solely responsible if you, intentionally or unintentionally, submit fraudulent or incorrect transfer information to us or if External Loan Payment is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper usage to us for processing.

j. Accountholder's Indemnification Obligation.

You understand and agree that you are required to indemnify us and hold us and our affiliates, officers, employees and agents, officers, employees, and agents harmless against any and all claims, suits, proceedings, actions, demands, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Service and/or breach of this Agreement. You understand and agree that you are also required to indemnify our technology partners, including but not limited to Digital Insight (Digital Insight) and hold harmless Digital Insight, its affiliates, officers, employees and agents, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions demands, liabilities, costs, and expenses, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to the Bank or your use of the Service or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF THE EXTERNAL LOAN PAYMENT SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY OF THE EXTERNAL LOAN PAYMENT SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE EXTERNAL LOAN PAYMENT SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE EXTERNAL LOAN PAYMENT SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

k. Financial Information

You must inform us immediately of such items as, but not limited to; your online banking credentials may have been compromised, any unauthorized or fraudulent items have posted to your loan accounts.

To contact the credit union for the above inquires, contact customer service at:

Trumark Financial
335 Commerce Drive
Fort Washington, PA 19064
Phone: 1-877-TRUMARK

You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

Using the information provided within the External Loan Pay service; I hereby authorize Trumark Financial, to electronically debit my checking account, (and if necessary, to electronically credit my account to correct erroneous debits) at the institution provided ("Other Financial Institution or Other FI"), in order to make a payment on my Trumark loan as specified.

IV. Card Controls Terms and Conditions

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE AGREEING TO PARTICIPATE IN TRUMARK CREDIT UNION'S CARD CONTROL SERVICE (THE "SERVICE"). YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS ("AGREEMENT") AND REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT.

1. The Service

The Service is offered by Trumark Credit Union (referred to herein as "Trumark Financial", "us", "we" or "our"). The Card Control Service is designed to allow you to temporarily or permanently disable your debit card in the event it is misplaced, lost, or stolen. The Service may also be used to send transactions alerts via SMS notifications. Access to the Services is limited to Trumark Financial's mobile application.

Trumark ATMs are not included as part of The Service. The Service will not block transactions at Trumark ATMs.

The Service does not allow for the cancellation of authorized or pre-authorized debit card transactions. It is not intended as a method for stopping payment on authorized or pre-authorized transactions. In accordance with Visa Operating Rules, all transactions, for which there is a prior authorization, will be paid by Trumark Financial. This applies to authorizations made in both card present and card not present situations, and in cases of pre-authorized recurring transactions. Pre-authorized recurring transactions must be stopped in accordance with the agreement made with the merchant involved in the preauthorizations.

2. Fees

Trumark does not charge for use of the Service. However, in order for Transaction Alerts to be sent to your mobile telephone number(s), you must (i) own a two-way text message (or "SMS") capable mobile phone that is registered on a carrier network, (ii) have enrolled in a data plan that includes use of your mobile handset's SMS capabilities and (iii) ensure that your account remains in good standing with your wireless service carrier. You hereby acknowledge and agree that standard text messaging rates apply for each text message sent from and received by your mobile phone as determined by your wireless service carrier. You are solely responsible for such charges and any other charges from your wireless service carrier. You should contact your wireless service carrier for complete pricing details.

3. Transaction Alerts

Following your registration to receive Transaction Alerts sent to your mobile telephone number(s), the actual time between a transaction made with your Card that triggers a Transaction Alert and the time you receive such Transaction Alert is dependent on your wireless carrier's service and coverage within the area in which you are physically located at that time. Your receipt of Transaction Alerts may not be available in all areas.

4. Eligibility

The Service is only available to individuals who are: (i) of legal age of majority in their jurisdiction of residence (and at least 18 years of age); and (ii) own a Trumark Visa debit card that is in good standing and eligible for the Service ("Card"). Note: Eligibility of a Card will be determined by us in our sole and absolute discretion. Our decisions with respect to your eligibility are final and binding. We reserve the right to terminate your

participation in the Service at any time. The user must qualify for online banking and mobile services in order to use the Service.

5. No Amendment of Existing Terms and Conditions For Cards

THE TRANSACTION ALERTS THAT ARE PROVIDED TO YOU THROUGH THIS SERVICE DO NOT AMEND, SUPPLEMENT, CHANGE OR REPLACE ANY OTHER NOTICE OR INFORMATION THAT YOU MAY RECEIVE IN CONNECTION WITH YOUR CARD ACCOUNT, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION PROVIDED TO YOU ON YOUR PERIODIC STATEMENT OR CARDMEMBER AGREEMENT.

6. Availability of Service

While we will make every effort to decline transactions while your card is in a deactivated state, we cannot guarantee that all such transactions will be declined due to circumstances beyond our control. You acknowledge that the deactivation function is reliant on computer and/or telecommunication systems. Disruptions to these systems may result in the authorization of transactions, even when the card is in a deactivated state. Reactivation of cards may be unavailable during certain times of the day. We will attempt to notify you of these times. Transactions are covered by the protections offered by Visa and regulatory agencies, as described in the Electronic Funds Transfer Agreement and Disclosure, which is included as part of the Credit Union's Membership and Account Agreement.

You are responsible for monitoring your account activity, whether electronically or by checking your statements. Use of the Service does not override the user's responsibility to report unauthorized transactions in a timely manner as described in the Electronic Funds Transfer Agreement and Disclosure. The Credit Union assumes no responsibility for failure of the Service to work in the expected manner, aside from the responsibilities put forth in said agreement.

7. Contact Us.

If you have any questions about the Service or any Card transaction, please visit Trumark online.org or contact Trumark Financial's Member Service Center at 1-800-TRUMARK Monday through Friday 8 a.m. to 8 p.m. EST or Saturday and Sunday 9 a.m. to 1 p.m. EST.

V. Direct Connect

The following terms relate to the Direct Connect service. Direct Connect allows you to share data directly to Financial Management Software like Quicken or Quickbooks. It is your sole responsibility to obtain service or any relevant licenses to use the Financial Management software. The Financial Management Software may restrict or limit the duration of access to the online service. We are not liable for any limitations you experience through the Financial Management Software.

1. Disclaimer and Acknowledgements

You agree and understand with regard to your use of the Financial Management Service that:

- a. The eligible account data you download through the Financial Management Service “as is” and “as available”.
- b. We make no warranties and have no liability as to your access and use of the Financial Management Service according to the terms of service and all applicable licensing agreements with the providers of such software; the accuracy, completeness, availability, or timeliness of the eligible account information, text, or other items that you can download through the Financial Management Software; any errors or omissions in the delivery or transmission that you can download through the software; and the download option’s fitness for a particular purpose and non-infringement of any third party rights.
- c. We are not liable for your inability to use the downloaded data; the accuracy, corruption, incorrect delivery of data from eligible accounts; unauthorized access to your data through use of the Financial Management Service.; your inability to access information due to circumstances out of our control; and any other matter related to the download or transfer of data.
- d. Not all the information related to your accounts may be available for download or transfer. Information you download may not include all of your account activity.
- e. Any statements generated through the Financial Management Service including transaction history and data are not considered official statements from the credit union.
- f. Account information may not necessarily include data that for transactions that have not fully settled or been completed. The information downloaded will only include the data that is available at the exact moment of the download.
- g. Data downloaded will not automatically be updated. You are responsible to perform additional downloads to obtain updated information.
- h. We are not responsible for any loss, damages, or expenses of any kind as a result of your reliance upon downloaded data through the Financial Management Service. You assume all risk involved involving unauthorized third parties accessing your data through the use of the Financial Management Service.
- i. We are not responsible for the security of downloaded data. By downloading data using the Financial Management service, you understand the data may no longer be in a secured source and you take full responsibility for the wellbeing and care of the data. The security risk involved in downloading data can increase if you download data using wireless connections or let others use the Financial Management Service.
- j. You are solely responsible for any damage to your computer or any other device caused by the download of data.

Appendix A
Trumark Credit Union
ACH Origination and Security Agreement

This document, along with your Business Member Agreement, is a contract establishing the rules governing your account and your use of Trumark Financial's Automated Clearing House (ACH) services. By accepting these terms and conditions and using ACH services, you hereby agree to the terms set forth herein. These rules may be amended from time to time upon notice to you and your continued use of the services shall bind you to these terms.

_ Definitions:

ACH – or Automated Clearing House - A funds transfer system, governed by the rules of NACHA, which provides for interbank clearing of entries for participating financial institutions.

ACH Operator – A person that operates an automated clearing house pursuant to an agreement with NACHA; e.g., the Federal Reserve.

Authorized User - Any individual, agent, or Sub-User authorized by the Business to access the Business' accounts through Trumark Financial's online banking service. Such individual(s) may be authorized by the Business to view account information, transfer funds among Business accounts at Trumark and/or other financial institutions, and process, transmit, approve, edit, or submit ACH entries, or otherwise deliver ACH data to Trumark Financial. Authorized users with the ability to transfer funds have this authority on business accounts as designated by a corporate resolution or other business document on file.

ACH Data - The following information with respect to consumer, business, and commercial customers of an RDFI gathered by the Business for the purpose of initiating ACH transactions:

1. A bank account number together with a bank routing number; or
 2. Customer's name together with a Social Security number or tax payer identification number
- ACH data may also include data and/or data files created from checks in connection with ACH check conversion or truncation programs.

Business Day - Calendar day other than a Saturday, Sunday, or Federal holiday on which Trumark is open to the public during any part of such day for carrying on substantially all of its banking Business.

Data Breach Event - The loss, theft, or unauthorized access of consumer-level ACH data by or from the Business, its Sub-Users, or Sub-User administrators.

Effective Date – When credits/debits are posted to your account.

Entry (or Entries) - An order or request complying with the requirements of ACH record format specifications; (1) for deposit of money to the deposit account of a receiver (a "credit" entry), (2) for the payment of money from the deposit account of a receiver (a "debit" entry), or (3) a zero dollar entry.

Entry Data - As applicable, pre-notifications, returned entries, adjustment entries, NOC's and /or notices or data transmitted through one or more ACH Operators pursuant to the Rules.

Focus Member - The individual who initially enrolls on behalf of the Business; the Focus Member is an individual who is both an authorized signer on an eligible business member account and has been given the authority to establish and manage Sub-User access to the internet banking service. The Focus Member is considered to have full authority to act on behalf of the Business and any authorized signers. A Focus Member can designate and remove Sub-Users and may assign certain administrative rights to a Sub-User.

NACHA – National Automated Clearing House Association

NOC – or Notification of Change – A non-dollar entry to the ACH Operator, by the RDFI, for distribution back to the Business through Trumark Financial. It is created when the RDFI receives a pre-notification or a live dollar entry that contains incorrect information.

ODFI or Originating Depository Financial Institution - A participating depository financial institution is an ODFI with respect to entries: (1) it transmits directly to its ACH Operator for transmittal to an RDFI, and (2) on which it is designated as the ODFI in accordance with the ACH record format specifications.

OFAC – Office of Foreign Assets Control, a Department of the U.S. Treasury

Originator – A person who has authorized an ODFI to transmit a credit or debit entry to the deposit account of a Receiver with an RDFI, including, without limitation, the Business.

On-Us Entry - An entry received from an account maintained with Trumark Financial.

Person – An individual, business entity(s), such as sole proprietors(s), corporations(s), limited liability company(s), partnerships, limited partnerships, etc.

RDFI or Receiving Depository Financial Institution – A participating depository Financial Institution is a RDFI with respect to entries: (1) it receives from its ACH Operator for debit and credit to the accounts of the Receivers and (2) on which it's designated as the RDFI in accordance with ACH record format specifications.

Receiver - A Person or Business that has authorized an Originator to initiate a credit or debit entry to the Receiver's deposit account with an RDFI.

Rules – The operating rules of NACHA and the local ACH Association, as in effect from time to time.

Service – The services to be provided by Trumark Credit Union under this Agreement.

Settlement Account(s) - The account(s) the Business will maintain with the Trumark to settle debit and credit transactions as a result of ACH entries.

Settlement Date – When the Originator's account is debited.

Sub-User - An Authorized User who has been assigned access to the institution's online banking ACH origination Agreements by the Business' Sub-User Administrator, Sub-Users may be granted full or limited access to create, or approve, ACH transactions.

Sub-User Administrator - The Business' administrative users appointed for the online banking ACH origination Agreement and assign access rights and administer passwords for the Business Sub-Users.

References herein to "you" or "your" shall refer to the Business. Other terms used in the Agreement shall, if defined in the Rules, have the respective meanings assigned to such terms in the Rules. The definitions shall also be deemed supplemented by any definitions appearing in the Rules to the extent such definitions are not inconsistent with the above definitions. Please review the Rules for additional definitions and information.

ACH Terms and Conditions

1. **Transmittal of Entries by Business.** The Business shall only submit entries to Trumark in compliance with the formatting and other requirements as set forth in the Rules and as communicated to you by Trumark in your approval letter. The total dollar amount of entries transmitted by Business to Trumark on any day shall not exceed the limits specified in your approval letter. All

ACH batches must be entered via the online banking service. Batch entries must be approved by the Business prior to the cut-off time stated herein to provide Trumark with sufficient time to transmit ACH entries. Entries will not begin processing until they have been approved.

2. **Recurring Transfers.** The Business has the option to do One Time batch transactions and Recurring Batch transactions.
3. **Compliance with Rules and Regulations.** The Business has access to and acknowledges receipt of a copy of the Rules. The Business agrees to comply and shall cause its employees, officers, directors, and agents (including its Authorized Users) to comply with and be bound by the Rules, as well as future updates; and amendments of the Rules and agrees to subscribe to receive revisions to the Rules directly from NACHA (the Rules may be obtained at NACHA's website at www.NACHA.org or by contacting NACHA directly at 703-561-1100). The Business agrees to abide by and shall cause its employees, officers, directors, and agents (including its Authorized Users) to abide by the appropriate and applicable laws of the Commonwealth of Pennsylvania and U.S. Laws, including OFAC enforced sanctions and the Business acknowledges they may not initiate ACH entries that violate U.S. Laws; and further understand that their financial institution may have to block, reject or temporarily suspend processing of a transaction for scrutiny or verification against the Specially Designated Nationals (SDN) list, and that could affect settlement and availability. It shall further be the responsibility of the Business to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC.)

In the event the Business violates the Rules or any other applicable laws, Trumark may suspend or terminate processing of the Business' ACH transactions. Additionally, if NACHA imposes a fine on Trumark because of the Business' violation, then Trumark may charge the fine to the Business. The Agreement provided by Trumark herein and Trumark Financial's agreement to provide the Agreement is subject to the Rules. To the extent that the Rules prevent Trumark from making an entry as requested by the Business, the Rules will be controlling. TRUMARK WILL NOT HAVE ANY LIABILITY OR OBLIGATION TO THE BUSINESS FOR ANY ACTION OR OMISSION OF THE BUSINESS OR THIRD PARTIES TO THE EXTENT THEY ARE CONSISTENT WITH THE RULES. The specific duties of the Business provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking.

In addition to any other rights set forth within this Agreement, Trumark may audit the compliance of the Business with respect to the Rules and the procedural requirements (if any) as set forth within this Agreement.

4. **Written Authorizations for Consumer Entries.** If applicable, the Business shall obtain written authorizations for consumer entries in accordance with the Rules and applicable laws and shall retain these authorizations (or a reasonable facsimile or the original items) for a period of no less than two (2) years after the revocation or cessation of the authorization. The Business shall, upon request within two (2) Business days, provide Trumark an original or copy of the Receiver's authorization for consumer debit entries.
5. **Pre-notifications.** The Business is required to send pre-notification (zero-dollar) entries no sooner than six (6) days prior to initiating the first live (dollar) entry to a particular account. Such pre-notification shall be provided to Trumark pursuant to the Rules and this agreement. Should the Business receive notice that any such pre-notification has been rejected by a RDFI, or that an RDFI will not receive entries without having first received a copy of the written authorization signed by its customer (the Receiver), the Business will initiate no further entries to the Receiver until such time as the Business provides the RDFI with such authorization. At such time, the Business may initiate entries, within the time limits provided in the Rules.

6. **Security Procedure.**

- a) The Business and Trumark shall comply with the security procedure requirements described in **Appendix A** attached hereto with respect to entries transmitted by the Business to Trumark Financial. The Business acknowledges the purpose of such security procedure is for verification of authenticity and not to detect an error in the transmission or content of an entry. No security procedure for the detection of any such error has been agreed upon between the Trumark and the Business.
- b) The Business is solely responsible for establishing and maintaining commercially reasonable security measures to safeguard against unauthorized entries, transmissions and data breach events. The Business warrants such measures will include but not be limited to security technology that provides a minimum level of security equivalent to 128-bit RC4 encryption technology for the entry and transmission of ACH items over the Internet. Additionally, the Business warrants no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related instructions concerning the security procedures described in **Appendix A**. The Business acknowledges Trumark and its service providers do not have access to Business' passwords and that Business is solely responsible for their safekeeping. If the Business believes or suspects any such information or instructions have been known or accessed by unauthorized persons, the Business agrees to notify Trumark immediately, followed by written confirmation within five (5) days. The occurrence of unauthorized access or unauthorized entries will not affect any transfers or file processing made in good faith by Trumark prior to receipt of such notification and within a reasonable time period to prevent unauthorized transactions.
- c) In the event the Business becomes aware or reasonably suspects (i) ACH Data has been lost, stolen or has otherwise been subjected to unauthorized access and (ii) misuse of such information has occurred or is reasonably possible, the Business must notify Trumark as soon as possible by email at businessservicesgroup@Trumark.org or calling 1-877-878-6275. This requirement does not supersede any other data breach notification requirements to which the Business may be subject under applicable law or regulation.
- d) The Business must implement commercially reasonable policies, procedures and systems to prevent and detect the occurrence of a Data Breach Event. These policies and procedures should include escalation of any breach to appropriate personnel within the organization in a timely fashion, and prompt notification to Trumark Financial.

If the Business is affected by a known or suspected data breach, the Business agrees to cooperate and coordinate investigative efforts with Trumark as mutually agreed. The Business and Trumark shall immediately commence and diligently pursue an investigation of the circumstances to determine (i) if a Data Breach event has actually occurred, (ii) the scope of the Data Breach event, including the type and amount of data affected, (iii) the risk that the affected data will be misused, and (iv) what steps are necessary to prevent further unauthorized access to ACH Data.

7. **Compliance with Security Procedure.**

- a) If an entry (or a request for cancellation or amendment of an entry) received by Trumark purports to have been transmitted by an Authorized User of the Business, it will be deemed effective as the Business' entry and the Business shall be obligated to pay Trumark the amount of such entry (or amended entry) even if the entry was not authorized by the Business, provided Trumark Financial accepted the entry in good faith and acted in compliance with the security procedure referred to **Appendix A** with respect to such entry.

- b) If an entry (or request for cancellation or amendment of an entry) received by Trumark was transmitted or authorized by the Business, the Business shall pay Trumark the amount of the entry, whether or not Trumark complied with the security procedure referred to in **Appendix A** with respect to that entry and whether or not that entry was erroneous in any respect or that error would have been detected if Trumark had complied with such procedure.
8. **Recording and Use of Communications.** The Business and Trumark agree all telephone conversations, emails, or data transmissions between them or their Authorized Users made in connection with this agreement may be electronically recorded and retained by either party by use of any reasonable means.
9. **Processing, Transmittal and Settlement by Trumark Financial.**
- a) Except as provided in Section 10, On-Us Entries and Section 11, Rejection of Entries, Trumark shall, and the Business authorizes Trumark to, (i) process entries received from the Business to conform with the file specifications set forth in the Rules, (ii) transmit such entries as an ODFI to Trumark Financial's ACH Operator, and (iii) settle for such entries as provided in the Rules.
- b) Trumark shall transmit such entries to the ACH Operator by the deadline of the ACH Operator as set forth herein, one (1) Business Day or two (2) Business Days prior to the Effective Entry Date shown in such entries, provided (i) such entries are received on the designated business day by Trumark Financial's cut-off time of 4:00 pm (ii) the Effective Entry Date is at least 1-2 days after such Business Day, and (iii) the ACH Operator is open for business on such Business Day. For purposes of this Agreement, entries shall be deemed received by Trumark when entries have been approved and submitted through the online banking service to Trumark and Trumark Financial's third party service provider in compliance with any related security procedure provided for herein and in accordance with **Appendix A**.

Trumark shall use reasonable efforts to transmit such entries to the ACH Operator by the deadline set by the ACH Operator on which the ACH Operator is open for Business.

10. **On-Us Entries.** Except as provided in Section 11, Rejection of Entries, in the case of an entry received for credit to an account maintained with Trumark ("On-Us Entry"), Trumark shall credit the Receiver's account in the amount of such entry on the Effective Entry Date contained in such entry, provided the requirements set forth are met. If those requirements are not met, Trumark shall use reasonable efforts to credit the Receiver's account in the amount of such entry no later than the next Business Day following such Effective Entry Date.
11. **Rejection of Entries.** Trumark may reject any entry which does not comply with the requirements of Section 1, transmittal of entries by the Business, or security procedures of Section 6; or which contains an Effective Entry Date more than two (2) Business Days after the Business Day such entry is received by Trumark Financial; or for which incorrect or incomplete information has been supplied to Trumark Financial, such as incorrect routing or account numbers. Trumark may reject an On-Us Entry for any reason for which an entry may be returned under the Rules. Trumark may reject any entry if the Business has failed to comply with its account balance obligations. Trumark may reject any entry of the Business which does not adhere to security procedures as described in **Appendix A**.

Trumark shall notify the Business by telephone, electronic transmission, including email, or in writing as mutually agreed of such rejection no later than the Business Day such entry would otherwise have been transmitted by Trumark to the ACH Operator or, in the case of an On-Us Entry, its Effective entry date. Notices of rejection shall be effective when given. Trumark shall have no liability to the Business by reason of the rejection of any such entry or the fact that such notice is not given at an earlier time than that provided for herein.

In the event any entries are rejected by the ACH Operator for any reason, it shall be the responsibility of the Business to remake such entries. Should the file be rejected due to an error caused by Trumark Financial, Trumark shall be responsible for remaking the file. In such a case, the Business will supply sufficient information, as required in section 28, to allow Trumark to recreate the entries for up to five (5) Business days after midnight of the Settlement Date.

12. **Cancellation or Amendment by Business.** The Business shall have no right to cancel or amend any entry after it is received by Trumark Financial. However, the Business can make amendments or cancel an ACH batch entry before the designated cut-off time, or if the entry is still "pending" in Trumark Financial's online banking service. Entries within the online banking service which have been approved are considered no longer "pending" and have been submitted to Trumark for processing.

If the Business discovers that any entry it has initiated was made in error, it must notify Trumark of the error within 24 hours. In such case, Trumark will utilize reasonable efforts to initiate an adjusting entry or stop processing of any "On-Us" entry. Should Trumark be unable to stop the entry from posting, or if it is too late to withdraw the item from the ACH Operator, the Business may initiate a reversal file to correct the entry, as provided for and abiding by the Rules. '

Should a reversal be created for an individual entry or entries, as opposed to a complete file or batch reversal, the Receiver(s) of the entries must be notified of the reversal no later than the settlement date of the reversing entry. Should a reversal be necessary for a complete file or batch reversal, the Business must advise the ODFI within five (5) Business days of settlement. Authorized users with the ability to approve ACH batches have the ability to submit reversal batch requests to this Institution.

Trumark shall use reasonable efforts to act upon such a request by Business prior to transmitting the entry to the ACH Operator; or in the case of an On-Us entry, prior to Crediting a Receiver's account, but shall have no liability if such cancellation or amendment is not affected.

The Business shall reimburse Trumark for any expenses, losses, or damages Trumark may incur in effecting or attempting to affect Business' request for the cancellation or amendment of an entry.

13. **Notice of Returned Entries.** Trumark shall notify an Authorized User of the Business by mutually agreeable means, including email, and/or secure notifications through the online banking service of the receipt of a returned or changed entry from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Except for an entry retransmitted by Business in accordance with the requirements of Section 1, Transmittal of Entries by Business, Trumark shall have no obligation to retransmit a returned entry to the ACH Operator if Trumark complied with the terms of this Agreement with respect to the original entry. If a customer of the Company returns any transaction, then it is the Company's responsibility to collect any funds that are owed.

Upon receipt of a return of debit entry with a return reason code of R07 (authorization revoked) or R10 (customer advises unauthorized), the Business will cease transmission of said transactions until a new authorization has been signed by the consumer (R07-authorization revoked) or until corrections have been made or an authorization has been obtained (R10-customer advises unauthorized).

14. **Notifications of Change.** Trumark shall notify the Business of all NOCs received by Trumark relating to entries transmitted by the Business by mutually agreeable means, including email, and/or secure notifications through the online banking service no later than one (1) Business Day after receipt thereof, including information required under the Rules. Upon receipt of Notification of Change items, the ACH Originator must make the correction within six (6) Business Days, or before the next transaction, whichever is later.

15. **Payment by the Business for Entries.** The Business shall pay Trumark the amount of each credit entry transmitted by Trumark pursuant to this Agreement. Trumark may use any accounts held by the Business for payment of entries. Collected funds must be available in the settlement account as of the scheduled settlement date indicated below. Failure to have sufficient funds in the settlement account at the required date may result in the declined authorization of the origination of the entire batch and no Credit entries may be initiated.
16. **Electronic Debit Entries.** The Business will receive immediately available funds for any electronic debit entries initiated by it not later than the Effective Date of the items. Provisions may be made for holding accounts to be maintained for posting of any return debit items received, as stated elsewhere within this Agreement and the Rules. The Business will promptly provide immediately available funds to indemnify Trumark if any debit items are rejected after Trumark has permitted the Business to withdraw immediately available funds, should funds not be available in the Business' accounts to cover the amount of the rejected or returned entries.
17. **The Settlement Account.** Trumark may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting any business account(s) of the Business maintained at Trumark Financial. The Business may designate a preferred account, (the "Settlement Account") and shall credit the Settlement Account for any amount received by Trumark by reason of the return of an entry transmitted by Trumark for which Trumark has previously received payment from the Business. Such credit shall be made as of the day of such receipt by Trumark Financial.

The Business shall at all times maintain a balance of available funds in the Settlement Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Settlement Account to cover the Business' obligations under this Agreement, the Business agrees Trumark may debit any account maintained by the Business with Trumark Financial, any affiliate of Trumark Financial, or that Trumark may set off against any amount it owes to the Business, and without limiting the foregoing, may apply any Collateral , Line of Credit , in order to obtain payment of the Business' obligations under this Agreement.

18. **Credit Review.** The Business is subject to a satisfactory credit review by Trumark from time to time, at Trumark Financial's sole option and discretion, and in accordance with Trumark Financial's established debit and/or credit criteria. The Business shall, upon Trumark Financial's request, provide to Trumark any such debit or credit-related information and assistance as is required to perform any such review. Failure of the Business to meet such standards is the sole discretion of Trumark or to provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit Trumark to terminate this Agreement.
19. **Underwriting Standard.** Credit/lending will be consulted in assigning appropriate risk limits for commercial services, including ACH Origination at Trumark Financial. Trumark reserves the right to evaluate and analyze the credit worthiness of the Business requesting ACH Origination capabilities. The approval for use of this Service may be subject to underwriting criteria established by Trumark from time to time. Trumark will communicate to the Business the nature and content of the criteria and the information the Business will be required to provide to Trumark Financial. The Business agrees to provide Trumark Financial, business and operating information as Trumark may reasonably request in connection with underwriting and the approval process.
20. **Accounts** The Business hereby pledges, assigns, and grants a security interest in all accounts and securities maintained by the Business with Trumark Financial, the funds in it from time to time, all future additions and replacements to the foregoing, all past, present, and future earnings on the foregoing, all proceeds of the foregoing, and all tangible and intangible records of the foregoing (collectively, the "Collateral") to

secure the payment and performance of all past, present, and future obligations of the Business under or in connection with this Agreement, and all past, present, and future obligations of the Business under the depository account or membership agreement between Trumark and the Business with respect to the account (as amended, the "Account Agreement"), including without limitation any future advances that may be made by Trumark to the Business or to third parties for the Business' benefit, or otherwise. This Agreement shall constitute a security agreement.

The business acknowledges and agrees this security interest is and shall continue to be hereafter an express condition to Trumark Financial's obligation to provide any Services or perform any obligations under or in connection with this Agreement, including without limitation any obligation of Trumark to honor any transactions related to the Settlement Account.

The Business acknowledges and agrees that Trumark has a continuing banker's lien and right of setoff other Collateral for all obligations to Trumark from time to time, whether or not related to this Agreement or the Account Agreement. Trumark may exercise its banker's lien and/or setoff right at any time without prior notice to the Business, with respect to any of the Business' obligations, whether due or not, at any time and for any reason. This includes as permitted by law, both secured and unsecured debts and debts the Business owes individually or together with someone else. If more than one Person is a party to this Agreement Trumark may set off debts and liabilities owed by any or all of them against amounts in deposit accounts owned by any or all of them without regard to Business' or any other owner's or party's relative contributions to the debts or liabilities or relative ownership of or contribution to the funds then on deposit in the deposit accounts. Trumark may consider this Agreement as the Business' consent to Trumark Financial's exercise of these rights of setoff or any other setoff or lien rights under applicable law to the extent that any law requires the Business' consent.

If the Business does not have enough collected or available funds in the Settlement Account to satisfy any obligations secured by this Agreement, or if the Business or Trumark decides to terminate this Agreement or close the Settlement Account for any reason, the Business authorizes Trumark to, and the Business agrees that Trumark may, apply all Collateral or Line of Credit to any obligations of the Business secured by this Agreement. The Business acknowledges that Trumark will not, and the Business authorizes Trumark not to, discharge or release this security interest from any Collateral until all transactions and fees and other charges contemplated by this Agreement, the Settlement Account, and any Account Agreement(s) have been processed and paid and the Business has otherwise performed all of the Business' obligations secured by this Agreement.

21. **Account Reconciliation.** Entries transmitted by Trumark or credited to a Receiver's account maintained with Trumark will be reflected on the Business' periodic statement issued by Trumark Financial. The Business agrees to reconcile its account(s) daily and notify Trumark promptly of any discrepancy between the Business' records, the information shown on any periodic statement(s), or within the online banking service. If the Business fails to notify Trumark of any discrepancy within sixty (60) days of receipt of a periodic statement containing such information, the Business agrees Trumark shall not be liable for any other losses resulting from the Business' failure to give such notice or any loss of interest or any interest equivalent with respect to an entry shown on such periodic statement(s). If the Business fails to notify Trumark of any such discrepancy within one year of receipt of such periodic statement, the Business shall be precluded from asserting such discrepancy against Trumark Financial.

If applicable, for CCD credits, under the Rules, Trumark is not required to give next day notice to the Business of receipt of an ACH item and Trumark will not do so. However, Trumark will continue to notify the Business of the receipt of payments in the periodic statements Trumark provides to you.

22. **Business Representations and Agreements; Indemnity.** With respect to each and every entry initiated by the Business, the Business represents and warrants to Trumark and agrees
- a) each person shown as the Receiver on an entry received by Trumark from the Business has authorized the initiation of such entry and the debiting and/or Crediting of its account in the amount and on the effective entry date shown on such entry;
 - b) such authorization is operative at the time of transmittal or Crediting by Trumark as provided herein;
 - c) Entries transmitted to Trumark by the Business are limited to those types of debit and credit entries set forth in **the Business's approval letter.**
 - d) The Business shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, the Electronic Funds Transfer Act (if applicable) and the Uniform Commercial Code Article 4A; and
 - e) The Business shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an entry by the RDFI to the Receiver "provisional" until receipt by the RDFI of final settlement for such entry.

The Business specifically acknowledges it has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and the Business shall not be deemed to have paid the Receiver the amount of the entry. The Business, its successors and/or assigns, shall indemnify and defend Trumark Financial, its successors and/or assigns, against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements. The provisions of this indemnification shall survive the termination of this Agreement.

If applicable, any credit given by Trumark to the Business with respect to an ACH credit entry is provisional until Trumark receives final settlement for such entry through the Federal Reserve Bank. If Trumark does not receive such final settlement, the Business is hereby notified and agrees that Trumark is entitled to a refund of the amount credited to the Business in connection with such entry, and the party making payment to the Business via such entry (i.e. the originator of the entry) shall not be deemed to have paid the Business in the amount of such entry.

23. Trumark Responsibilities; Liability; Limitations on Liability; Indemnity; Disclaimer of Warranties.

- a) In the performance of the services required by this Agreement, Trumark shall be entitled to rely without investigation or inquiry on the information, representations, and warranties provided by the Business pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Trumark shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its own gross negligence or willful misconduct in performing those services. Trumark shall not be responsible for the Business' acts or omissions; including without limitation, the amount, accuracy, timeliness of transmittal or authorization of any entry received from Business or those of any other person; including without limitation any Federal Reserve Bank, ACH or transmission or communications facility, any Receiver or RDFI (including without limitation the return of an entry by such Receiver or RDFI), and no such person shall be deemed Trumark Financial's agent. The Business, its successors and/or assigns, agrees to indemnify and defend Trumark Financial, its successors and/or assigns, against any loss, liability or expense, including attorney's fees and expenses, resulting from, or arising out of, any claim of any person Trumark is responsible for, including any act or omission of, the Business or any other person described in this Section. The business will indemnify, defend and hold Trumark and its officers, directors, and employees harmless for and from any costs (including attorney's fees) liability, expenses, suit, judgments, losses, and claims arising from or relating to (i) any entries initiated by the Business, or (ii) the untruthfulness any representation or warranty of the Business contained herein, or (iii) any claim of any Person that Trumark is responsible for, any act or omission of the Business, except due to Trumark Financial's own gross negligence or willful misconduct.
- b) Trumark shall be liable only for Business' actual damages; in no event shall Trumark or its service providers be liable for any consequential, special, incidental, punitive or indirect loss or damage which Business may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by Trumark and regardless of the legal or equitable theory of liability which Business may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Trumark Financial's acts or omissions pursuant to this Agreement.
- c) Without limiting the generality of the foregoing provisions, Trumark shall be excused from failing to act or delay in acting if such failure or delay is caused events beyond its control including legal constraint, interruption of transmission or communication facilities, equipment failure, malfunction of one of its computer servers, inability to communicate with other parties necessary to complete a transfer, public emergencies such as fires, floods, windstorms, war, terrorism, threats of other violence, energy or communications disruptions affecting Trumark Financial, unexpected lack of staffing or other resources, equipment failure, interruption of the operation of Trumark Financial's facilities by malicious acts of third parties, governmental orders requiring Trumark to close its offices or suspend operations. If Trumark suspends the Services hereunder for any of these types of reasons, it will use reasonable efforts to notify the Business of the suspension. In addition, Trumark shall be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in Trumark Financial's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Trumark Financial's reasonable judgment otherwise violates any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- d) In the event the Business incurs any loss due to mishandling of a particular entry or entries, then Trumark Financial's liability to the Business shall be limited to (1) liability for its own gross negligence or willful misconduct; (2) the amount recoverable by Trumark from the ACH, or any third party pursuant to the Rules or any indemnity agreement. In the event of monetary penalties

imposed by NACHA for violation of ACH rules, these penalties will be recovered from the Business if it is deemed by Trumark that the violation was caused by the Business' failure to comply with this Agreement or the Rules.

- e) Subject to the foregoing limitations, Trumark Financial's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Philadelphia for the period involved. At Trumark Financial's option, payment of such interest may be made by Crediting the account resulting from or arising out of any claim of any person that Trumark is responsible for any act or omission of the Business or any other person described in Section 22(a).
- f) THE SERVICES PROVIDED HEREUNDER, AND TRUMARK FINANCIAL'S AGREEMENT TO ACCEPT AND PROCESS ENTRIES AND TRANSFERS PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TRUMARK SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES.
- g) The provisions of this Section shall survive the termination of this Agreement.

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

25. **Payment for Services.** The Business shall pay Trumark the charges for the services provided in connection with this Agreement **as disclosed by Trumark Financial**. All fees and services are subject to change with prior written notice from Trumark to the Business. Such charges do not include, and the Business shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any other fees or charges provided for in the Account Agreement.

The Business shall also be responsible for all fees associated with multiple user access to Business accounts as well as any Internet or mobile phone related service charges.

26. **Amendments.** From time to time Trumark may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective upon receipt of notice by the Business or later date as may be stated in Trumark Financial's notice to the Business.

27. Notices and Instructions

- a) Except as otherwise expressly provided herein, Trumark shall not be required to act upon any notice or instruction received from the Business or any other Person, or to provide any notice or advice to the Business or any other Person with respect to any matter.

- b) Trumark shall be entitled to rely on any written or electronic communication related to ACH origination transactions believed by it in good faith to be genuine and to have been submitted by an Authorized User, and any such communication shall be deemed to have been signed by such person.
- c) The Business shall be solely responsible for granting and/or removing access to Authorized Users. The Business represents and warrants all Authorized Users shall only be granted privileges to access business accounts pursuant to a corporate resolution or written authorization otherwise granted by an officer or owner of the Business.
- d) The Business' request for access to multiple Business accounts should be submitted to Trumark Financial through written or electronic notice. Such notice shall be effective on the second Business Day following the day of Trumark Financial's receipt and acknowledgement thereof, or as soon as the Trumark can reasonably act upon the request.
- e) Except as otherwise expressly provided herein, and unless and until another address is substituted by notice delivered or sent as provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by encrypted secure messaging as mutually agreed by the Business and Trumark Financial. If sent to Trumark Financial, written communications should be addressed to:

Trumark Credit Union Attn:
Business Services Department 335
Commerce Dr.
Ft Washington PA 19034

28. **Data Retention.** The Business shall retain data on file adequate to maintain compliance with the Rules and to permit remaking of entries for five (5) days following the date of their transmittal by Trumark as provided herein, and shall provide such entry data to Trumark upon its request. The Business specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, the Business' responsibilities to retain all items, source documents and records of authorization.
29. **Records.** All recordings, entries, security procedures and related records used by Trumark for transactions contemplated by this Agreement shall be and remain Trumark Financial's property. Trumark may, at its sole discretion, make available certain information upon the Business' request. The Business shall pay any expenses incurred by Trumark in making such information available to the Business.
30. **Evidence of Authorization.** The Business shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire.
31. **Cooperation in Loss Recovery Efforts.** In the event of any damages for which Trumark or the Business may be liable to each other or to a third party pursuant to the services provided under this Agreement, Trumark and the Business will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions the relevant party may be obligated to defend or elects to pursue against a third party.

The Business also agrees to cooperate with Trumark in establishing secure alternate back-up methods for delivering entries to Trumark in the event online banking services are temporarily unavailable.

32. **Termination.** Trumark reserves the right to terminate this Agreement and ACH Services at any time, for any reason, including inactivity, a breach of this Agreement, the Rules, or any other agreement with Trumark by providing immediately written or electronic (email) notice of such termination to the Business. Such termination shall be effective on the Business Day following Trumark Financial's receipt of written notice of such termination or such later date as is specified in that notice. Any transactions in process of settlement will not be affected by the Business' termination notice and Trumark will not be liable for the continued processing of any such transactions. The Business also understands ACH debit entries can be reversed up to 60 days of the withdrawal date. Trumark and the Business agree to cooperate in the identification of any approved future dated transactions that should be canceled.

Any termination of this Agreement shall not affect any of Trumark Financial's rights and the Business' obligations with respect to entries initiated by the Business prior to such termination, or the payment obligations of the Business with respect to services performed by Trumark prior to termination, or any other obligations that survive termination of this Agreement.

IF THE BUSINESS OR TRUMARK TERMINATES THIS AGREEMENT, IT WILL NOT CANCEL ANY SCHEDULED TRANSFERS THAT THE BUSINESS REQUESTED BEFORE THE AGREEMENT IS TERMINATED.

HOWEVER, TRUMARK WILL CANCEL ALL PENDING RECURRING TRANSFERS, except for individual recurring transfers that Trumark started processing before the termination became effective. If the Business changes its mind about scheduled transfers and also wants to cancel them when the Business cancels the Agreement, the Business must specifically cancel those scheduled transfers by notice to Trumark in the manner described in "Notices" in this Agreement. The Business is still responsible for any transfers the Business requested or scheduled before the Business terminated the Agreement.

There are some special situations where Trumark can terminate or suspend these Services or the Agreement, or refuse to provide the Agreement, or refuse to honor one or more transfer requests for one or more accounts, or to honor any instruction, whole or in part, if the Business requests a transfer or gives Trumark an instruction:

- a) that is one that Trumark believes in good faith are or may be used for any illegal or improper purpose or activity;
- b) that exceeds the available funds in the Business' account;
- c) that Trumark has reason to believe may not be authorized by the Business;
- d) that involves funds subject to a hold, dispute or legal process;
- e) that would violate any law, rule, or regulation applicable to Trumark Financial, the Agreement, the Business, or any other party that processes or receives the payment;
- f) that is not in accordance with any other requirement stated in this Agreement, any other applicable agreement with Trumark Financial, or any of its policies, procedures or practices;
- g) if such refusal or termination is for the protection of Trumark or the Business; or
- h) if Trumark requests additional information related to the requested transfer or instruction, or about another account involved in the transfer, or about any transaction underlying or related to the transfer, and the Business refuses to give Trumark the information Trumark requests.

Trumark reserves the right to refuse to honor a transfer request or other instruction or suspend or terminate the Business' agreement, in whole or in part, at any time, with or without cause and with or without notice, and may immediately do so including, without limitation, if:

- a) Trumark has reason to believe that the Business' account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of the Business' password;
- b) Trumark believes the Business' Agreement is not being used for its intended, bona fide and lawful purposes under this agreement, or other agreements the Business has with Trumark Financial;
- c) the Business overdraws any account it has with Trumark Financial;
- d) any of the Business' accounts with Trumark is closed, or access to any of the Business' accounts with Trumark is restricted for any reason; or
- e) if the Business does not use this Agreement for a period of time after being notified by Trumark Financial.

If Trumark suspends your use of the Service for any of these types of reasons, Trumark will use reasonable efforts to notify the Business of the suspension. Trumark also are not liable for failing to transmit or any delay in transmitting a transfer the Business request if the transmittal would result in Trumark Financial's having exceeded any limitation upon Trumark Financial's maximum intraday net funds position under present or future Federal Reserve or other legal or automated clearinghouse guidelines or in Trumark Financial's otherwise violating any provision of any present or future risk control program of the Federal reserve Board or any automated clearinghouse, or any rule or regulation of any government regulatory authority. While Trumark will attempt to resume the Service as soon as reasonably possible, TRUMARK WILL NOT BE LIABLE TO THE BUSINESS OR THIRD PARTIES FOR ANY DELAYS, LOSSES, OR LIABILITIES THE BUSINESS OR THEY SUFFER OR INCUR FOR ANY OF THESE REASONS.

IF TRUMARK TERMINATES OR SUSPENDS THE SERVICES OR THIS AGREEMENT OR REFUSES TO PROCESS ONE OR MORE TRANSFER REQUESTS UNDER THE PARAGRAPH ABOVE, TRUMARK IS NOT OBLIGATED TO HONOR ANY TRANSFER REQUESTS THE BUSINESS HAS THEN MADE BUT TRUMARK FINANCIAL HAS NOT FINISHED PROCESSING. TRUMARK IS ALSO ENTITLED TO REFUSE TO COMPLETE ANY TRANSFER EVEN IF TRUMARK HAS STARTED PROCESSING, AND EVEN IF TRUMARK HAS TOLD THE BUSINESS BEFORE THAT TRUMARK IS PROCESSING IT OR WILL HONOR IT. Trumark will attempt to notify the Business if Trumark does not honor any transfer request under this paragraph, but Trumark is not obligated to notify the Business before the transfer was to be made.

If this Agreement is terminated or suspended or if one or more accounts are removed from the Agreement, or if Trumark refuses to honor one or more transfer requests or process one or more transfers, the Business is still obligated to Trumark and any applicable third parties for any transfers the Business has requested. Termination of the Agreement also will not affect the Business' or Trumark Financial's rights under this agreement for transactions that occurred prior to the termination.

33. **Entire Agreement.** This Agreement together with any amendments and the Account Agreement, is the complete and exclusive statement of the agreement between Trumark and the Business with respect to the subject matter hereof and supersedes any prior agreement(s) between Trumark and the Business with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern.

In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Trumark is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Trumark shall incur no liability to the Business as a result of such violation or amendment. No course of dealing between Trumark and the Business will constitute a modification of this Agreement, the

Rules, or the security procedures or constitute an agreement between the Trumark and the Business regardless of whatever practices and procedures Trumark and the Business may use.

34. **Non-Assignment.** Business may not assign this Agreement or any or any of the rights or duties hereunder to any person without Trumark Financial's prior written consent; and if any such assignment occurs, Trumark shall not be obligated to perform its obligations to any such assignee without the parties' executing an assignment and assumption agreement acceptable to Trumark Financial, but nevertheless by virtue of such assignment, whether or not an assignment or assumption agreement is entered into or consented to by Trumark Financial, the assignee shall be deemed to have assumed and become liable for any and all obligations of the Company evidenced or secured by this Agreement.
35. **Disclosure.** Trumark may disclose information about this Agreement, the Settlement Account to Persons or agencies who, in its judgment, have legitimate business purpose for obtaining such information, subject to applicable law.
36. **Waiver.** Trumark may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Trumark Financial's rights with respect to any other transaction or modify the terms of this Agreement.
37. **Jurisdiction; Venue; Waiver.** The parties hereto hereby mutually agree:
- to waive trial by jury with respect to any dispute between or among any parties to this Agreement, or any matter arising under or with reference to this Agreement and the transactions to which it refers, any accompanying instruments, documents or agreements;
 - any litigation arising under or with respect to this Agreement, or any matter arising under or with reference to this Agreement and the transactions to which it refers, any accompanying instruments, documents or agreement may be maintained in the Federal District court for the Commonwealth of Pennsylvania or Bucks County, Pennsylvania, and no party shall object to jurisdiction, venue or convenience of forum in any of those fora; and
 - legal process in any such proceeding shall be deemed properly served if mailed by certified or registered mail, return receipt requested, to the party being agreed at such party's address as first shown above, unless the party to be served shall have expressly designated another address in writing by certified or registered mail, return receipt requested, addressed to the serving party.
38. **Binding Agreement; Benefit.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement is not for the benefit of any other person(s), and no other person(s) shall have any right against Trumark or Business hereunder.
39. **Headings.** Headings are used for reference purposes only and shall not be deemed a part of this Agreement.
40. **Severability.** In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
41. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania. Trumark may accept on the Business' behalf, payments to Business account(s) which have been transmitted through any ACH, and which are not subject to the Electronic Fund Transfer Act. The Business' rights and obligations with respect to such payments shall be also construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania as provided by the Rules, and all other laws, which are applicable to ACH transactions involving the Business' account.

42. **Change of Service or Agreement Terms.** Trumark may amend the terms of this Agreement or the manner in which it processes requests for transfer or provides any service hereunder, including anything shown on schedules to this Agreement at any time upon notifying the Business of such amendment in the manner provided in the “Notice” section of this agreement. If the Business determines to continue making requests for transfer hereunder, or otherwise uses the Services of Trumark set forth in this Agreement after Trumark gives notice of a change, the Business’ use of the Service will constitute its agreement to the amendment(s) hereof with intention to be legally bound by it.

Appendix A

SECURITY PROCEDURES

The Business is responsible for establishing and maintaining commercially reasonable security procedures and safeguarding its computer systems against unauthorized transactions and ACH entries. **The Business will be solely responsible for the maintenance and protection of its computer systems against unauthorized access. The Business will be solely responsible for any and all losses and damages arising from any unauthorized access to the online banking service through the use of Business computer systems, the systems of its Authorized Users or through the use of a valid Business access ID and password.**

At a minimum, pursuant to the Rules, Business must use 128 bit encryption technology for the entry and transmission of ACH Entries. The Business must use Internet browsers that support 128 bit encryption to access Trumark Financial's online banking service and its ACH Origination features. Business must also use the dual control features within the online ACH Origination feature to provide segregation of duties for entering and approving ACH batches.

Trumark will have no obligation, liability or control, either directly or indirectly over said security procedures or the failure of Business to maintain said procedures. The Business acknowledges it is not technically feasible for Trumark and its service providers to read Business passcodes in the online banking service. Given the inability of Trumark and its service providers to read Business passcodes, Business further acknowledges in the event of a breach or unauthorized disclosure of the Business' passcodes, Business' computer systems, its officers, directors or employees or any other third party that Business has entrusted with its passcodes, are the likely source of any disclosure of Business' passcodes.

Sub-User Administration

The Business will be solely responsible for designating an authorized Sub-User Administrator and for the protection against unauthorized access to the administrative features of the online banking system. Furthermore, the Business and its authorized Sub-User Administrator will be solely responsible for designating and administering access to its designated Authorized Sub-Users.

An Authorized User of the Business shall review on a periodic basis detailed reports on Sub-Users and their level of access.

Trumark will not be responsible for verifying the authenticity of any person claiming to be an Authorized User of the Business or the authenticity of any instruction, direction or information provided by any said person.

Any instructions, directions or other information provided by the Business, or any of its Authorized Users or Sub Users will be deemed to have been authorized by the Business and Trumark will be indemnified and held harmless by the Business for acting upon any such direction, instruction or information.

Protection of Access Devices, Passwords, Authentication Controls

The Business warrants no individual or Authorized User will be allowed to initiate transfers in the absence of proper supervision and safeguards; which may include but not be limited to, dual controls and segregation of duties. The Business agrees to take reasonable steps to maintain the confidentiality of the security procedures, passcodes, security authentication devices, and related instructions provided by Trumark Financial.

If the Business believes or suspects any such information has been accessed by an unauthorized individual, the Business shall verbally notify Trumark immediately, followed by written confirmation. The occurrence of such

notification will not affect any transfers made in good faith by the Trumark prior to the notification and within a reasonable time period to prevent unauthorized transfers.

Authorization of Transactions

The Business agrees to be bound by any credit or debit entry,

- i. Authorized or transmitted by Business or an Authorized User through the online banking service;
- ii. Made in the Business' name, with a valid Business access ID and passcode and accepted by Trumark in good faith in compliance with the security procedures in this Appendix, even if not properly authorized by the Business.

If Trumark takes any actions beyond those described in these security procedures, in an attempt to detect unauthorized credit entries or to detect errors in the transmission or content of the Business' credit entries, the Business agrees that no matter how many times Trumark takes these actions they will not become part of the security procedures and Trumark will not be liable in any situation for failing to take or correctly perform these actions.

The Business agrees the following security procedures, as well as the security features within the online banking service, constitute commercially reasonable security measures.

Limit Class

The Business may only originate entries subject to the Limits Classes as communicated in writing by Trumark Financial.

Procedures: Files Submitted Electronically

Once approved by Trumark for ACH Origination services, the Business' Authorized User(s) create or import NACHA formatted entries through Trumark Financial's online banking service by utilizing prearranged logon and authentication procedures.

Only approved entries are transmitted to Trumark for processing on the scheduled effective date(s).

Other Procedures

In the event an ACH batch fails to process, Trumark will make commercially reasonable efforts to contact the Business as soon as reasonably possible.

Trumark will attempt to contact the Business through the following methods:

1. Secure Messaging through the Internet Banking service
2. Phone call (after 30 minutes of no response)

Entry Verification

To help ensure timely processing, confirm the total of ACH files processed, and to provide another layer of security, a designated Authorized User of the Business shall notify Trumark Financial. The Business can email that a batch has been submitted. The message should contain the following information:

- Business Name
- Date Batch Approved

- Total ACH Debits/Dollar and number
- Total ACH Credits/Dollar and number
- Business Contact Information
- Call Back Number if necessary for follow-up

In the event of a discrepancy in the totals, Trumark will attempt to contact the specified Business representative or Authorized User as designated by an authorized signatory of the Business.

However, if the Authorized User is not available for notification, Trumark will submit approved ACH transfers from the online banking service. Trumark will attempt reconciliation of discrepancies on the following Business day.

The Business agrees to comply with written and online procedures provided by the Trumark for the creation, maintenance, and initiation of ACH transfers.

In the event verification is performed by facsimile, the Business shall transmit the verification to Trumark Financial's designated ACH Contact:

Designated ACH Contact: Attn: Transaction Services

Email: Payrollgroup@Trumark .org

Trumark will verify the file totals agree with the Business information given by email or secure message. In the event of a discrepancy in the totals, Trumark will attempt to contact the specified Business representative or Authorized User as designated by an authorized signatory of the Business.