

Trumark® Credit Union Online and Mobile Service Agreement

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,” “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, email 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, nondelivery, 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.

12. Website Privacy

When accessing Trumark services including but not limited to, the online service, Trumark's website, loan applications site, and certain third party affiliates associated with managing your account, Trumark can see pages you have visited and items you have clicked. Trumark will only share this information in accordance with Trumark's Privacy Notice and Website Privacy Notice. For more information regarding these policies, please visit: <https://www.Trumarkonline.org/disclosures>.

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, 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'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 reserves the right to reject any check image that does not conform to the above, Trumark'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's Funds Availability Policy, which may be found in your Membership Agreement or by visiting www.Trumarkonline.org. Deposits made after Trumark'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: mobiledeposit@Trumark.org

III. Additional Provisions Related to Payments and Transfers

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

Trumark'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 depositaccount 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 ontime 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. 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

The disclosures in this section apply specifically to the Bill Payment Service within the online banking platform. Trumark Credit Union uses CheckFree to process this service. When using the service, you agree to CheckFree's terms and conditions. When using the

service, you agree to indemnify and hold harmless Trumark Credit Union for any losses or any other damages occurred while using the service.

a. Agreement, Introduction To The Site and Services

These Terms and Conditions for CheckFree Web (hereinafter "Agreement") form a binding, enforceable contract between you and CheckFreePay Corporation, a subsidiary of Fiserv Solutions, Inc., in connection with, and for the delivery of, the Electronic Bill Delivery and Bill Payment services described below (the "BILL PAYMENT SERVICES" or the "Services") offered through our online payments site and/or mobile applications (if available) (the Site) by or through CheckFreePay Corporation and/or its subsidiaries CheckFreePay Corporation of California and CheckFreePay Corporation of New York (collectively, "CheckFreePay"). This Agreement applies to and sets forth the legally binding terms and conditions governing your use of the Services and the portion of the Site through which the Services are offered. By accessing the Services, you acknowledge that you have read and agree to this Agreement. Please read this Agreement carefully. "We," "us," and "our" refer to CheckFreePay and the Services, as applicable.

1. **Products and Services Available Elsewhere.** We offer many products and services, some of which are available through other organizations such as banks, credit unions, brokerage firms, Internet portals, and others. This Agreement applies only to the Site and Services offered through it and/or mobile device applications (if available). Products and services offered through other websites or organizations may be governed by different terms.

2. **Eligibility.** The Site and the Services are offered only to individual residents of the United States and certain of its territories (if available) who can form legally binding contracts under applicable law. Without limiting the foregoing, the Site and the Services are not offered to minors. Additional eligibility requirements apply to the users of the Services as specified in this Agreement.

3. **Our Relationship With You.** We are an independent contractor for all purposes, except that for certain services, we act as your agent with respect to the custody of your funds. This Agreement does not alter your liability or obligations that currently exist between you and your Billers and other service providers. We do not have control of, or liability for, any products or services that are paid for using our Services. We also do not guarantee the identity of any user of the Services (including but not limited to Billers).

b. TERMS AND CONDITIONS SPECIFIC TO THE BILL PAYMENT SERVICE

BILL PAYMENT SERVICE Definitions

"Authorized User" means you and any individual who you allow to use the Service or your password or other means to access the BILL PAYMENT SERVICE.

"Bill Payment" is a payment that is initiated by you through the BILL PAYMENT SERVICE to a Biller.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Billing Statement" is the statement typically sent by the Biller to you indicating, among other things, how much you owe and when your payment is due.

"Electronic Bill" is the electronic version of a Billing Statement delivered to you via the BILL PAYMENT SERVICE.

"Payment Instruction" is the information provided by you to the Service for a Bill Payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account (including, for example, the checking, money market, savings or other direct deposit account or debit card account) from which bill payments will be debited, or the credit card account to which bill payments will be charged, and to which any related credits will be made, as applicable.

"Billing Account" is the Payment Account from which all Service fees will be automatically debited or charged.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

"Scheduled Payment Date" is the day you want your Biller to receive your Bill Payment and is also the day your Payment Account will be debited if the Scheduled Payment Date falls on a non-Business Day, the Scheduled Payment Date will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

1. PAYMENT SCHEDULING

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

2. THE SERVICE GUARANTEE

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 Biller 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 the guidelines described under "Payment Scheduling" in this Agreement.

3. PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

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 payment system. 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 Payment 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 certify and confirm that any Payment Account you add to your profile is an account from which you are authorized to make Bill Payments, and any Bill Payment you make using the BILL PAYMENT SERVICE will debit/charge a Payment Account that you are legally authorized to use. You also authorize the Service to credit your Payment 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 use reasonable efforts 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:

1. If your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit or overdraft protection of your Payment Account;
2. 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;
3. If a Biller that makes available to you split-payment functionality (in which your Bill Payment may be split and allocated in various ways that such Biller may offer) does not split and/or allocate the payment in accordance with your Payment Instruction;
4. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
5. 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 Payment Account or causes funds from your Payment 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 Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges related to a Bill Payment, as described under the section above entitled “The Service Guarantee”.

4. PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

5. PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. 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.

6. STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

7. PROHIBITED PAYMENTS

Payments to Billers outside of the United States or its territories are prohibited through the Service.

8. EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

9. AUTOMATIC BILL PAYMENTS

For some Billers, we may provide you the option to set up automatic Bill Payments ("Autopay Program"). Depending on each Biller's specifications, you may be able to choose the date on which the Bill Payment will be received by the Biller and/or the option for paying an Electronic Bill, including but not limited to: 1) pay the amount due; 2) pay the minimum amount due; 3) pay the full account balance; or, 4) pay only those Electronic Bills that are less than or equal to an amount set by you as the Authorized User. By enrolling in the Autopay Program, you are authorizing us to initiate automatic deductions based on the autopay instructions you have specified either from your Payment Account. The automatic Bill Payment will be deducted on the date specified by you during Autopay Program enrollment. Upon successful enrollment in the Autopay Program, an email confirmation will be sent to you confirming your enrollment. In the event that automatic Bill Payment cannot be processed for reasons including but not limited to the amount due for an Electronic Bill is greater than the amount limit you set during enrollment, we will notify you via the email associated with your Services' profile so that you can make the Bill Payment using some other method. It is your sole responsibility to ensure that the email address and other contact information listed for your Service profile are accurate and current.

10. BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of Electronic Bills only and it is your sole responsibility to contact your Billers directly if you do not receive your Billing Statements. You understand and acknowledge that we are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, that you have established with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information. Additionally, we may provide to the Biller your e-mail address, service address and other information you provide to us for purposes of the Biller informing you about service and/or bill information or with respect to payment research or fraud investigations. Further, we may provide and use such information, as described in our Privacy Policy, which may be viewed at <https://billpay.checkfreeweb.com/imm/LDD/ViewPrivacyPolicy/CFWB2>.

Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your

accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills. In some instances, if you have made a payment to a Biller through the BILL PAYMENT SERVICE, the Biller may elect to send your Billing Statement(s) to you electronically.

Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

11. CANCELLATION OF ELECTRONIC BILL NOTIFICATION

The Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time by following the instructions within the BILL PAYMENT SERVICE. 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.

12. NON-DELIVERY OF ELECTRONIC BILLS(S)

You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

13. ACCURACY AND DISPUTE OF ELECTRONIC BILL

We are not responsible for the accuracy of your Electronic Bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your Electronic Bill summary or detail must be addressed with the Biller directly.

14. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you believe your password or other means of access to your BILL PAYMENT SERVICE account (or Payment Account) has been lost or stolen, you should notify us at once in accordance with the methods described in Section C.23. If you tell us within two (2) Business Days after you discover your password or other means to access the BILL PAYMENT SERVICE has been lost or stolen, your liability is no more than \$50.00 should someone access your BILL PAYMENT SERVICE account (or Payment Account) without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your BILL PAYMENT SERVICE account (or Payment Account) if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement associated with your Payment Account contains transfers through the BILL PAYMENT SERVICE that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after

the statement was sent to you, you may lose any amount transferred through the BILL PAYMENT SERVICE without your authorization after the sixty (60) days if we can demonstrate that we could have stopped someone from taking such funds had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

15. SERVICE FEES AND ADDITIONAL CHARGES

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. 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 for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telecommunications, phone wireless and/or Internet service provider(s).

16. FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
4. We are authorized to report the facts concerning the return to any credit reporting agency.

17. RETURNED PAYMENTS

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 use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

18. PAYMENT BY CREDIT CARD

We may provide you the option to make payments from a Payment Account that is a credit card account (“Credit Card Program”) to certain Billers (“Credit Card Program Billers”). To use the Credit Card Program, you will provide us your credit card account information (including account number, expiration date, and CVV) and, in some cases, the login credentials you use to access your online accounts with the applicable Credit Card Program Billers. By scheduling a Credit Card Program payment through the Service, you authorize and direct the Service, on the Scheduled Payment Date, to use your login credentials to access your account with the Biller and to submit your Payment Account information to the Biller in accordance with your Payment Instructions. 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 in connection with the Credit Card Program because we are unable to access your account with the Biller using login credentials you provided to us, if the Biller otherwise declines or rejects the credit card payment attempt, or as otherwise provided by these Terms of Service. This Section 18 shall apply only to the Credit Card Program. Except for Section 23 (Errors and Questions) of the General Terms and Conditions below, all other provisions, sections, terms and conditions of these Terms of Service shall also apply to the Credit Card Program. For clarity, if you use a credit card as your Payment Account, then Section 23 (Errors and Questions) of the General Terms and Conditions below does not apply, instead, you will need to contact the Biller or the issuer of your credit card to resolve any issues with the credit card payment you made.

c. GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SERVICES

1. Your Privacy

Protecting your privacy is very important to us. Please review the Privacy Policy which may be viewed at <https://billpay.checkfreeweb.com/imm/LDD/ViewPrivacyPolicy/CFWB2> in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

2. Privacy of Others

If you receive information about another person through the Site or the Services, you agree to keep the information confidential, inform us immediately, and only use it in connection with the Site and the Services.

3. Calls to You

By providing us with a telephone number (including a mobile number), you consent to receiving autodialed and prerecorded message calls from us at that number for service-related purposes. For example, we may contact you in connection with validating or processing a transaction that you've requested through the Service, and as otherwise described in our Privacy Policy which is located at <https://billpay.checkfreeweb.com/imm/LDD/ViewPrivacyPolicy/CFWB2>.

4. Password and Security

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for all actions taken by anyone to whom you have provided or made available such credentials, whether intentionally or inadvertently. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service as described in Section C below.

5. Links and Frames

Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

6. Exclusions of Warranties

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

7. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE OR SITE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS C.14, C.15 AND C.16 BELOW WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. THE AGGREGATE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED AND THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY

TO YOU. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED.

8. Complete Agreement, Severability, Captions, and Survival

This Agreement sets forth the entire understanding between us and you with respect to the Services and the portion of the Site through which the Services are offered. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Any terms which by their nature should survive, will survive the termination of this Agreement, including but not limited to all of Section C.

9. Amendments

We may amend this Agreement and any applicable fees and charges for the Services at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Continued use of the Services after posting of an amended Agreement will constitute your agreement to such amendments. Further, we may, from time to time, revise or update the Services and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Services, and/or related applications and material and limit access to only the Services' more recent revisions and updates. We also reserve the right to terminate the Services in their entirety. You authorize us to send or provide by electronic communication any notice, communication, amendment or replacement to the Agreement, or disclosure required to be provided orally or in writing to you. You agree to receive any electronic communication provided to you and will not attempt to avoid receiving any such communication. You are deemed to have received any electronic communication provided to you when they are made available to you.

10. Disputes

In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of this Agreement will prevail.

11. Assignment

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

12. Waiver of Jury Trial

Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under or relating to this Agreement.

13. Waiver of Class Action Claims

Both parties agree to waive any right to assert any dispute or claim against the other party or any other intended beneficiary arising under or relating to this Agreement as a class action.

14. Arbitration

Both parties agree to resolve any dispute or claim between the parties or any of their respective Affiliates or any other intended beneficiary arising under or relating to this Agreement through binding arbitration. Both parties stipulate and agree that this Agreement evidences a transaction in interstate commerce, and that the Federal Arbitration Act applies. The arbitration award shall be final and binding and judgment thereon may be entered by any court of competent jurisdiction. The only exceptions to this arbitration agreement are as follows:

1. We and you expressly agree that under no circumstances shall any dispute or claim arising under or relating to this Agreement be subject to arbitration on a classwide or collective basis. Only the disputes or claims of individual parties may be arbitrated.
2. We or you may, at the option of the claiming party, pursue any claim in small claims court instead of arbitration, provided that the claim must not exceed \$5,000 or the jurisdictional limit of the small claims court, whichever is less; and the small claims court must otherwise have jurisdiction of the claim and the parties.

15. Arbitration Procedure

You or we may commence arbitration, at the claiming party's election, administered either by JAMS (formerly known as "Judicial Arbitration and Mediation Services"), or the American Arbitration Association ("AAA"). The arbitration shall take place before a single arbitrator, selected pursuant to the selection procedures in the applicable commercial or consumer arbitration rules of the administrator (JAMS or AAA). The JAMS or AAA rules shall apply subject only to the following exceptions and modifications:

1. You may, if you wish, commence arbitration pursuant either to (i) the AAA Consumer Arbitration Procedures, or (ii) the JAMS

"minimum standards" for consumer arbitration. In all such consumer arbitrations we will pay the balance of the applicable arbitration administrative fee to the extent required by the JAMS or AAA procedures or standards you have chosen.

2. You or we (whoever is the party commencing the arbitration) may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If the claiming party selects non-appearance-based arbitration, the parties agree that the following rules shall apply: (i) the arbitration may be conducted telephonically, and/or online, or be based solely on written submissions, at the election of the party commencing the arbitration; (ii) the arbitration shall not require any travel or personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) discovery shall not be permitted.
3. When we or you (whoever is the party commencing arbitration) do not select non-appearance-based procedures, the parties agree that there shall be no discovery except whatever discovery the arbitrator determines is necessary for fair resolution of the claim or dispute.
4. Neither we nor you shall seek any award of attorney's fees in any arbitration claim arising under or relating to this Agreement, except that the arbitrator may award attorney's fees when (and only to the extent that) the applicable law requires an award of attorney's fees to the prevailing party.

16. Arbitrability Issues to Be Decided By Arbitrator

The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable.

17. Law and Forum for Disputes

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. You agree that any claim or dispute you may have against us (other than those which are arbitrated under Sections C.14, C.15 AND C.16 above) must be resolved by a court located in Gwinnett County, Georgia or by an arbitrator selected by mutual agreement of the parties. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims or disputes. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

18. Indemnification

You agree to defend, indemnify and hold harmless us and our Affiliates and Services Providers and the officers, directors, agents, employees, representatives, and contractors of each of these, from any loss, damage, claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the Services.

19. Release.

If you have a dispute with one or more other users of the Site or the Services, you release us and our Affiliates and Services Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In addition, you waive and release any and all provisions, rights and benefits conferred either (i) by Section 1542 of the California Civil Code, which reads: "Section 1542. General release; extent, which states "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;" or (ii) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to Section 1542 of the California Civil Code.

20. No Waiver

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

21. Intellectual Property

All marks and logos related to the Services are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Services or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Services, the portion of the Site through which the Services is offered, the technology related to the Site and Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Services shall be considered an uncompensated contribution of intellectual property to us, shall also be deemed our exclusive intellectual property, and shall not be subject to any obligation of confidentiality

on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

22. Notices to You

You agree that we may provide notices to you by posting them on the Site (including but not limited to the "State Disclosures" link on the Site), sending them to you through an in-product message within the Services, emailing them to an email address that you have provided us, sending them via text message to any mobile number that you have provided us, or by mailing them to any postal address that you have provided us. For example, users of the Services may receive certain notices (such as notice of new Electronic Bills, payments and alerts for validation and receipt of transfers of funds) as text messages on their mobile device. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. It is your sole responsibility to ensure that your contact information is accurate. In the event you do not receive notification, it is your responsibility to periodically log on to the Service and check for notices, including checking for the delivery of new Electronic Bills. You are responsible for ensuring timely payment of all bills. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section C.23 below for the applicable Services, however, we reserve the right to terminate your use of the Services if you withdraw your consent to receive electronic communications. We reserve the right to charge you a reasonable fee not to exceed twenty (20) dollars (US\$20) to respond to each such request for a paper copy of legally required disclosures.

23. ERRORS AND QUESTIONS

1. ALL QUESTIONS ABOUT TRANSACTIONS MADE USING THE SERVICES MUST BE DIRECTED TO US AND NOT TO THE BANK OR OTHER FINANCIAL INSTITUTION WHERE YOU HAVE AN ACCOUNT. We are responsible for the Services and for resolving any errors in transactions made using the Services. We will not send you a periodic statement listing transactions that you make using the Services. The transactions will appear only on the statement issued by your bank or other financial institution. PRINT AND SAVE THE PAYMENT CONFIRMATIONS YOU RECEIVE WHEN YOU USE THE SERVICE AND CHECK THEM

AGAINST THE ACCOUNT STATEMENT YOU RECEIVE FROM YOUR BANK OR OTHER FINANCIAL INSTITUTION. If you have any questions about the Service or one of your transactions (including if you believe there may have been an error in connection with the Service or a transaction), or if you believe your password or other means of access to your account associated with the Service has been lost or stolen, then you should either (a) telephone us as soon as possible at 1-877-238-7277 during customer care hours, provided such telephone calls will not constitute legal notices under this Agreement, and/or (b) and/or (c) contact us by using the application's e-messaging feature; and/or, (c) write us at CHECKFREEPAY CORPORATION, P.O. Box 2168, Columbus, Ohio 43216-2168. Except as otherwise stated in this Agreement, notice to us concerning the Site or the Services must be sent by postal mail to: CHECKFREEPAY CORPORATION, P.O. Box 2168, Columbus, Ohio 43216-2168.

2. If you think your transaction history is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:
 1. Tell us your name and Service account number;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
3. If you notify us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Services may revoke any provisional credit provided to you if we find an error did not occur. (d) In addition to reporting complaints against CheckFreePay directly to CheckFreePay as described in this

Section C.23, you may report complaints to the regulatory body appropriate to your state of residence included within the "State Disclosure" link on the Site.

24. SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Services, you may do so via one of the following:

1. Telephone Trumark Credit Union at 1-877-TRUMARK during customer service hours; and/or
2. Write Trumark Credit Union at:
Trumark Credit Union
ATTN: Digital Banking
335 Commerce Drive, Fort Washington, PA 19034
3. By using the services' in-product cancellation feature, if and as applicable.

Any payment(s) the Services has already processed before the requested cancellation date will be completed by the Services. All Scheduled Payments including recurring payments will not be processed once the Services are cancelled. The Services may terminate or suspend Services to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

25. ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your Services' profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application by following the instructions therein or by contacting customer service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the Services. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Services is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

26. BILLER LIMITATION

The Services reserves the right to refuse to pay any Biller to whom you may direct a payment. The Services will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

27. INFORMATION AUTHORIZATION

Your enrollment in the Services may not be fulfilled if the Services cannot verify your identity or other information. You agree that the information you provide during your enrollment and use of the Services can be used to complete an

identity and account verification process. You agree that we reserve the right to obtain and use financial, transaction and credit information regarding your Payment Account from your financial institution and from any Receiver to whom you send payments (for example, to resolve payment posting problems, set transaction limits or for verification purposes). In addition, you agree that we reserve the right to request a review of your credit rating at our expense through a credit agency or bureau.

28. CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

6. 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. 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'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 3:00 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, 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, 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. 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.

7. 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.

8. 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.

9. 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

10. 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 PM 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 ERRORFREE. 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
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, 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", "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'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 preauthorized transactions. In accordance with Visa Operating Rules, all transactions, for which there is a prior authorization, will be paid by Trumark. 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 twoway 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 Trumarkonline.org or contact Trumark's Member Service Center at 1-800TRUMARK Monday through Friday 8 a.m. to 8 p.m. ET 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.