

**TruStone Financial Credit Union (“TruStone”)
Digital Banking Terms and Conditions
Updated March 1, 2021**

By Clicking **Accept** you are agreeing to the terms and conditions of TruStone Digital Banking. Please read this Agreement carefully and keep a copy for your records. These terms and conditions are in addition to Electronic Funds Transfer disclosure, Funds Availability disclosure, Truth in Savings disclosure, and the Owner’s Manual provided to you at account opening.

You agree that by using Digital Banking, you are authorizing TruStone to transfer funds or make payments, and authorize TruStone to withdraw from the designated account the amount of funds required to complete the requested transaction.

In addition, you authorize TruStone to honor requests for new account services, instructions to change existing account information or services, and process other communications received through Digital Banking. You understand that you can terminate the Digital Banking service at any time by providing written notice to TruStone. In addition, you acknowledge that TruStone has the right to discontinue the Digital Banking service at any time.

TruStone in its discretion may modify these Terms and Conditions at any time. Digital Banking and its ancillary services (collectively “Services”) may be unavailable at any time for any reason outside of the reasonable control of TruStone or any service provider.

Privacy and User Information

You acknowledge that in connection with your use of the Services, TruStone and its affiliates and service providers, including Jack Henry and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively “User Information”). TruStone and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. TruStone and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Responsibility for Information

You are responsible for providing accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information (“Registration Information”) so that the Digital Banking is able to access account information. If you become aware of any unauthorized use of your Registration Information, notify TruStone immediately at 800-862-1998.

Restrictions on Use

You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party’s account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

Consent to Use of Data

You agree that the Service may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Digital Banking service. TruStone and its affiliates may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

Hardware and Software requirements

You must have an electronic device that is acceptable to us and a wireless or internet plan from a compatible provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time. TruStone is not responsible for any third party software you may need to use the Services. You agree that you will perform, or cause to be performed by properly

trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your electronic device, your system, and any other required hardware and software before you make your first transaction through the Service. You accept any such software “as is” and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download, installation and/or use. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Issuance of your password

Using an electronic device, Digital Banking allows you to perform transactions on your accounts 24 hours a day, seven days a week, including holidays. By connecting to Digital Banking with an electronic device and proper authentication, you are requesting access to your account information using Digital Banking. You agree that security information; such as your username, password and any additional verification method TruStone uses, shall be kept strictly confidential and will be used only to access your TruStone accounts via Digital Banking. Digital Banking allows you to change your password at any time. It is recommended that you memorize your username and password and do not write it down. You are responsible for all payments you authorize using Digital Banking. If you permit other persons to use the service or your password, device or other means to access your account, you are responsible for any transactions they authorize. 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, notify us immediately at 800-862-1998.

Authentication method

You agree we are entitled to act upon instructions we receive with respect to the Service under your user ID, password, biometric login, test key or other code or authentication method that we require (these components are referred to herein collectively as your “Authentication Method”). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Account Agreement and this Agreement. You agree to take appropriate steps to ensure all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release TruStone from any and all liability, and agree to not make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method. By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s).

Any requests or instructions we receive from you through the Service using your Authentication Method shall be considered “in writing” under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, checks deposited, check images, changes to your accounts or services or any other communication you provide us through the Service using your Authentication Method.

Account Access

You may access your accounts via Digital Banking to complete a variety of transactions including, but not limited to:

- Transfer funds between your savings and checking accounts,
- Transfer funds to your savings and checking accounts by obtaining an advance on any of your line of credit accounts,
- Make your loan payments by transferring funds from your savings or checking accounts,
- Apply for a loan, checking or savings account
- Change your address, email address, phone number, username and password
- Communicate with us via secure messaging

Limitations

You may withdraw and transfer up to the current available balance in your accounts. All transactions made through Digital Banking will be listed on your monthly account statement. You will not receive a receipt or confirmation for any transaction made through Digital Banking.

There is no limitation to the number of Digital Banking or Bill Pay payment transactions you may make per month, provided there are sufficient funds to complete the transactions. For security purposes, a maximum dollar amount for withdrawals and transfers may be imposed.

Fees

Basic Digital Banking is a free service. If you elect to use some specialty services there may be a service charge. Please refer to our Service Charge schedule for additional information about fees.

Minimum Account Balance

You must maintain a minimum account balance of \$5.00 in your Share Savings account as a condition of using Digital Banking.

eStatements

This service offers the capability to access your account statements within Digital Banking. Once enrolled in the service you will no longer receive paper statements. You must accept a separate agreement for this service.

Scheduled Transfers

The Digital Banking Scheduled Transfer Date, as indicated by you, must always be a business day (as defined by our Owner's Manual). If it is not, the Scheduled Transfer Date will be deemed to be the first business day following the date indicated. You may cancel or modify a Scheduled Transfer up to 1:00p.m. Central Time on the Business Day that the transfer is scheduled to occur. Scheduled Transfers are processed after 1:00p.m. Central Time.

Our Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer, or
- If the transfer would go over the credit limit on your line of credit account, or
- If the ATM where you are making the withdrawal does not have enough cash, or
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer, or
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken, or
- If your account is subject to legal process or restricted by us, or
- If you use the wrong PIN, or
- If you use a damaged or expired card or a card that has been reported lost or stolen, or
- If the account from which you attempt to make a withdrawal has been closed.

There may be other exceptions stated in our agreement with you.

Confidentiality

Please refer to our Privacy Notice and Online Privacy Policy for complete disclosures.

Unauthorized Transactions

Call TruStone immediately at 800-862-1998 and change your password using Digital Banking if you believe your Digital Banking password has been lost or stolen, or if unauthorized transactions appear on your statement. For more information on unauthorized transactions please see the TruStone Financial Service Agreement & Disclosure and the Owner's Manual.

Error Resolution

In case of errors or questions about your electronic transfers, statements or receipts: contact us immediately at 800-862-1998.

For debit or credit card disputes, see TruStone Financials debit card or credit card disclosures for more information.

Mobile Deposit Capture Disclosure

Description

Mobile Deposit is designed to allow you to make deposits of checks to your eligible account from your camera-enabled mobile device.

Application / Restrictions on Use

You understand that in order to use Mobile Deposit you must submit a request through the Digital Banking application. Each request is reviewed to ensure set guidelines are met.

Health Savings Accounts (HSA), Individual Retirement Accounts (IRAs), and secondary memberships linked through Digital Banking are not eligible for Mobile Deposit.

TruStone reserves the right to deny anyone access to Mobile Deposit or any other Digital Service at any time.

Service Qualification Requirements

In order to be eligible for Mobile Deposit your membership must meet certain requirements. These requirements include, but are not limited to;

- Primary account owner must be at least 14 years of age,
- Successful enrollment in Digital Banking,
- A valid email address on file,
- All contact information must be current and accurate,
- Must have a valid checking account
- All enrolled primary shares and checking accounts must be active and in good standing,

Receipt of Items

We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from TruStone that we have received the submitted image. Receipt of such confirmation does not mean that the transmission was error free or complete.

Endorsements and Procedures

You agree to restrictively endorse any item transmitted through Mobile Deposit as "FOR MOBILE DEPOSIT ONLY" or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Services as TruStone may establish from time to time. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your account, the check must be endorsed by all such payees

Deposit Limits:

TruStone reserves the right to establish and assign to you deposit limits for Mobile Deposit (including limits on the dollar amount and/or number of Checks you may transmit through the Service each day) and to modify such limits from time to time at TruStone's sole discretion, and you agree to comply with all such limits.

Fees and Charges:

Please see our current rate and fee schedule for any fees that may be associated with using Mobile Deposit. TruStone reserves the right to change fees at any time.

Check requirements (including image quality)

The image of an item transmitted to TruStone using Mobile Deposit must be legible and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and all other information placed on the Check prior to the time of an image of the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the Check).

Storage, security and destruction/disposal of the checks

After you receive confirmation that we have received an image, you must securely store the original Check for 60 days after transmission to us and make the original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two Business Days, at your expense, the requested original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the 60 day retention period expires, you must destroy the original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original Check, the image will be the sole evidence of the original Check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Presenting checks more than once

Once you have used the Mobile Deposit to deposit a Check you agree not to present, or allow anyone else to present, that original Check or a substitute check of that original Check again for deposit through the Mobile Deposit or by any other means. If you or anyone else present a Check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold TruStone harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check. You agree we may debit from your account the aggregate amount of any Checks which were deposited more than once. To

the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Financial Institution in our sole discretion.

Rejection of deposits

After we receive Check images and all other required deposit information from you through Mobile Deposit we shall provisionally credit your designated account for the total amount of such Checks. The provisional credit is subject to final payment of the Checks and is also subject to the Owner's Manual. You agree all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to TruStone for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against TruStone relating to such deposits. TruStone is not liable for any service or late charges that may be imposed against you due to TruStone's rejection of any Check you transmit for deposit through Mobile Deposit. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned. You acknowledge and agree, while we normally provide notice of rejected deposits, we may reject any Check transmitted through Mobile Deposit in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for mobile deposit, you must physically deposit the original Check.

Unpaid checks

Should you fail to produce the original check, you authorize us to deduct that amount from your account. You are solely responsible for verifying Checks you deposit by using Mobile Deposit have been received and accepted for deposit by TruStone. TruStone will provide you with notice of any deposits that are unable to process when Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. In the event TruStone credits your account for a Check that is subsequently dishonored and returned, you authorize us to debit the amount of such Check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with TruStone at our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned. You understand and agree, since the original Check is your property, it will not be returned and TruStone may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image we charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check. You may not use Mobile Deposit to deposit a substitute check and you may not deposit the original Check through Mobile Deposit or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

Duty to report errors

TruStone will provide you with periodic statements identifying the deposits you make through Mobile Deposit. In addition, you may access TruStone's Digital Banking service for information about your deposits, return items, deposit adjustments, Checks and other transactions on your accounts. You agree it is your responsibility to review all such information TruStone makes available to you in a timely manner to verify deposits have been received and accepted by TruStone and are accurate. Receipt of a Check by TruStone through Mobile Deposit does not constitute an acknowledgement by us, the Check is error-free or that we will be liable for the Check..

Availability of service/Contingency

In the event you are unable to capture, balance, process, produce or transmit a file to TruStone, or otherwise comply with the terms or the procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest TruStone location. The deposit of original checks at an office of TruStone shall be governed by the terms and conditions of the Funds Availability Policy located in the Owner's Manual and not by the terms of this Agreement.

Data security

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 800.862.1998 or with written notice to Attn: (E-Staff, P.O. Box 1260, Minneapolis, MN 55440-1260), if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Cooperation with Investigations

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

Availability of Funds

You agree items transmitted using the Mobile Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. TruStone considers your date of deposit to be the calendar date your item is approved and posted to your account. Funds deposited using Mobile Deposit will generally be made available within five business days from the day of deposit. TruStone may make partial or complete funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as TruStone, in its sole discretion, deems relevant.

Denial or Termination of Service

Mobile Deposit may be terminated at TruStone's discretion at any time or upon the occurrence of one or more of the following: duplicate deposits, multiple overdrafts, return of deposited checks, missing endorsements, account closed or dormant, no longer enrolled in Digital Banking.

Financial Tracker Service Disclosure

TruStone offers our members the option of using the Financial Tracker tool for free. Financial Tracker is an account aggregator budgeting software. Members can set up budget trackers, tag transactions by category, set up savings goals, budget and savings alerts, as well as aggregate transactions and balances from most large financial institutions.

Account Information Authorization

Accounts aggregated through TruStone's Financial Tracker must be owned by the Primary Member of the TruStone membership. You will be required to authorize and validate ownership by signing into your external financial institution through the Link Account option within the Financial Tracker. Once authorization and validation is complete, we may also verify accounts by requiring you to submit proof of ownership of the account.

You understand and agree that, at all times your relationship with TruStone and each external financial institution is independent of TruStone and your use of the Service. TruStone is not liable or responsible for any acts or omissions by the external financial institution or other provider of any Account, including without limitation any modification, interruption or discontinuance of any Account by such provider

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE AGGREGATING INFORMATION RELATED TO THE FINANCIAL TRACKER FROM ANY OF YOUR EXTERNAL ACCOUNTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY EXTERNAL FINANCIAL INSTITUTION. YOU AGREE THAT WE, OUR AFFILIATES AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES, OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS; (5) THE ACTIONS OR INACTION OF ANY OTHER FINANCIAL INSTITUTION OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for the Financial Tracker. Be sure to check with your financial institution for restrictions regarding your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. TruStone is not responsible for any costs or losses incurred from the provider of your Account or those imposed by applicable law.

Suspension and Reinstatement of the Service

In the event that we at any time incur a problem with your use of the Financial Tracker, including, without limitation, attempting to include accounts you are not authorized to access, and without limiting any other right or remedy that TruStone may have under this agreement or otherwise, we reserve the right to suspend or terminate your right to use the Service immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect TruStone from loss. In the event of such suspension, you may request reinstatement of the Financial Tracker by contacting us using any of the methods provided for under the agreement. TruStone reserves the right to, at our discretion, grant or deny reinstatement of your use of the Financial Tracker. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Financial Tracker subject to other restrictions than otherwise might be available to you. Based upon your subsequent usage of the service, we at our sole discretion may thereafter restore your ability to use the Financial Tracker service.

Responsibility for Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. You understand that financial institutions receiving your request for the release of information may rely on such request through the Financial Tracker service. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that, if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such account but you acknowledge and agree TruStone Financial shall have no liability for any and all losses resulting, directly or indirectly, from any of your errors, duplication, ambiguities or mis-information in the information that you provide.

You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

Proprietary Rights

You are permitted to use the Financial Tracker only as expressly authorized by this agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer, or reverse compile the service.

No Unlawful or Prohibited Use

As a condition of using the Financial Tracker, 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 represent that you will not use the Financial Tracker in any manner that could damage, disable, overburden, or impair the service or interfere with any other party's use and enjoyment of the Financial Tracker. You may not obtain or attempt 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.

Security Procedures

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

Deviating from Security Procedures

You agree to allow TruStone to authorize any financial institution at which you have an Account to accept instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, 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 that we may authorize such financial institutions to release your account information based solely on these communications.

External Transfer Service Disclosure

Within Digital Banking you may enroll for the External Transfer service ("Service"). The External Transfer service allows you to request a transfer of funds in U.S. dollars from either your eligible TruStone account to a verified external account at another U.S. Financial Institution or vice versa. TruStone uses the ACH Network to execute bank to bank transfers, but other methods of transfer may also be used.

TruStone considers accounts at other U.S. Financial Institutions to be "verified accounts" once trial credits to that account have been verified within our System. Verified accounts must have the same ownership as your TruStone account. In order to verify an account you must enter a valid routing and account number for the other U.S. Financial Institution and initiate a trial transaction. Within five (5) business days of initiation of the trial transaction it will post to your account at the receiving financial institution. It is your responsibility to sign into your TruStone Digital Banking and verify the amount of the trial credit. You have fifteen (15) calendar days from date of enrollment to complete the verification process.

Processing Time and Service Limits

The cutoff time for same day initiation of transfers is 3 P.M. Central Time. Funds requested to be transferred will be debited or credited to the external account according to the receiving Financial Institution's availability and transaction processing schedule. Funds transferred will be debited or credited to your TruStone account the business day following

the initiation of the transfer provided you have met our cutoff time for submission of transfers. In the case of future dated or recurring transfers, these time limits will be the business day following the scheduled date of transfer. Future dated and recurring transfers can be cancelled by 3 P.M. Central Time the day prior to the scheduled transfer date by calling us at 800-862-1998 during customer service hours.

Please see our current rate and fee schedule for any fees that may be associated with using this Service. TruStone reserves the right to change fees for this Service at any time.

Transfers are subject to the following limits:

1. Three inbound transfers per day not to exceed a total of \$5,000.00
2. Three outbound transfers per day not to exceed a total of \$5,000.00

The above limits apply to the total of all external transfers for all accounts enrolled in the Service.

This Agreement, applicable fees, and service charges may be altered or amended by TruStone from time to time. Any use of the Service after the alteration or amendment will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

In the event you wish to cancel the Service, you may contact customer service via one of the following:

1. Telephone us at 800-862-1998 during customer service hours; and/or
2. Write us at:

TruStone Financial
P.O. Box 1260
Minneapolis, MN 55440-8570

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time.

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflicts of law's 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.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

Disclaimer of Warranty

THE DIGITAL BANKING SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE DIGITAL BANKING SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE DIGITAL BANKING SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE DIGITAL BANKING SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL TRUSTONE BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE DIGITAL BANKING SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS

OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, PROVIDERS LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE DIGITAL BANKING SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

