



TRUSTONE
FINANCIAL



Digital Services Terms and Conditions

Please read this Agreement carefully and keep a copy for your records. These terms and conditions are in addition to the TruStone Financial Service Agreement & Disclosures document and the disclosures found within including but not limited to; TruStone Financial Service Agreement and Disclosures, Digital Banking agreement and disclosures and any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and Bill Pay, provided to you at account opening.

TruStone may modify this Agreement from time to time, and such modifications shall be effective immediately upon posting of the modified Agreement. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Agreement. This Electronic Signature Act (“E-Sign Act”) Disclosure applies to all electronic communications between the member (“You, Your”) and TruStone Financial (“TruStone, We, Our”). When you consent to this disclosure, you agree to the following terms and conditions.

For any action, dispute, claim, or controversy of any nature between you and TruStone refer to the TruStone Owner’s Manual, TruStone Financial Service Agreement and Disclosures at TruStone.org/Privacy-Disclosures
TruStone values your privacy. Please see TruStone’s Privacy Notice and Disclosures at: TruStone.org/Privacy-Disclosures

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Electronic Document and e-Sign Terms and Conditions

By providing your consent, you are opting-in and agreeing to the following terms and conditions for TruStone Financial:

Documents Sent Electronically We will provide you with the following documents in an electronic format and discontinue sending them to you in paper form. At any time, you may opt to receive these documents in paper form. The Documents that will be sent electronically include, but are not limited to, the following:

- Account Statements (including Shares, Loans, Credit Cards and Mortgage Statements)
- Daily Notices
- Tax Documents
- Other communication for important Notices and/or Product and Service announcements from TruStone

When TruStone delivers the Documents electronically, we will notify you with the email address we have on file. The notice will only inform you of its availability. Please log-in to TruStone Financial Digital Banking to access the Documents. TruStone is not obligated to provide you a paper copy of the Documents authorized to be sent electronically. However, TruStone reserves the right to send you paper copies at our discretion. You understand and agree that communications may be sent to the e-mail address you entered when using this Service. You understand and agree that third parties who access your account, your e-mail account or the hardware and/or software used to view your account or e-mail account may see communications we sent to you."

TruStone will never use email to ask you to provide or verify your personal or account information. Any email purportedly from TruStone that requests your information or instructs you to click a link or open an attachment may be fraudulent. Please forward suspicious or fraudulent email to TruStone at estaff@trustone.org or by mail at: 14601 27th Avenue North Suite 104 Plymouth, MN 55447

**Authorization**

You must sign up for Digital BANKING and E-STATEMENTS to receive the Documents electronically. You must also always provide and maintain a valid email address. You may update your email address by contacting a member representative at TruStone or using Digital Banking. Invalid email addresses may be grounds for revoking electronic delivery of the Documents. In accordance with the E-Sign Act, electronic communications of the Documents will be considered “in writing” for the purposes of other federal and state laws.

Information

TruStone is providing you with access to various types of information through the Service which may include, without limitation, your account and other financial information directions (the “Information”) solely for your own use and not for further redistribution. The Information is TruStone’s property and is protected by applicable law. We reserve any rights not expressly granted herein. TruStone does not warrant or guarantee such accuracy or timeliness.

Availability/Interruption

The Service and System are available through your compatible electronic device when it has an active connection to the Internet. The Service is subject to transmission limitation or interruption. You acknowledge and agree that we are not responsible for performance degradation and delays due to conditions on the Internet or due to the Equipment, your device or actions of the Content or Technology Providers. You acknowledge that TruStone shall not be liable to you if the Service in each location is not available. If the Service is not available within your intended location, you agree that your sole remedy shall be to terminate this Agreement.

Password and Security

Please refer to TruStone’s Digital Banking Disclosure for information on usernames and passwords.

Use of Service/Equipment

You must not restrict or inhibit any other user from using the Service. You may not use the Service to send any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, threatening, offensive, or otherwise objectionable information of any kind. You may not use the Service to conduct any illegal activity or solicit the performance of any illegal activity, including without limitation the U.S. export control laws and regulations.



Consent to Electronic Contracting

You also agree that TruStone may make agreements with you concerning the Service by electronic means. All agreements entered into by electronic means will be deemed valid, authentic and shall have the same legal effect as agreements entered into on paper. You will be deemed to have received any electronic messages sent to you if such messages are sent to the latest e-mail address you have provided to TruStone. You further agree that electronic copies of communications are valid as "originals" and you will not contest the validity of the electronic copies, absent proof of altered data or tampering. This consent to the use of electronic agreements and communications shall apply to all agreements and communications made in conjunction with this agreement and the Service.

Consent to Electronic Disclosures

If you agree, you will receive communications and disclosures from TruStone regarding the Service only in electronic form (not in paper) and you agree not to circumvent receiving any messages. At no time does a paper communication sent from TruStone alter this agreement. You may choose to receive a copy of this Agreement and any other related communications in paper format, and you have the right to withdraw your consent to entering into electronic agreements and receiving electronic communications and disclosures; however, paper format may not always be available and, if available, may be subject to fees. Your consent to electronic delivery of the Documents falls under the jurisdiction of the E-Sign Act, and that TruStone and You intend to comply to the fullest extent possible.

Consent Withdrawal

At any time, you may withdraw your consent to the electronic delivery of your Documents. Please contact TruStone at 800-862-1998 and ask to change your statements back to paper. TruStone will not charge a fee to process your withdrawal of consent, but we may take a reasonable amount of time to process your request.

Equipment Requirements

To access your TruStone agreements and communications electronically, you must have a compatible electronic device equipped with a 128-bit JavaScript enabled Browser, Internet access, and a valid e-mail account supported by software to enable you to receive e-mail messages. To store credit union agreements and communications made electronically, you need to have a printer connected to your device so that you can print such agreements or communications, or you need to have a hard drive or disk drive to download such agreements or communications electronically. Software which permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader®, is required to view any documents delivered in PDF format.



EXCLUSION OF WARRANTIES

TRUSTONE IS PROVIDING THE SERVICE "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. TRUSTONE DOES NOT WARRANT THAT THE SERVICE IS ERROR-FREE, OR THAT ACCESS TO AND USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

LIMITATION OF LIABILITY

IN NO EVENT SHALL TRUSTONE OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SERVICE, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF TRUSTONE OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY LIABILITY IS IMPOSED ON TRUSTONE, OUR LICENSORS OR SUPPLIERS, TRUSTONE AND OUR LICENSORS OR SUPPLIERS' TOTAL LIABILITY TO YOU OR ANY THIRD PARTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICE. SOME JURISDICTIONS PROHIBIT EXCLUSION OR LIMITATION OF LIABILITY FOR IMPLIED WARRANTIES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

THE FOREGOING SHALL CONSTITUTE TRUSTONE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY HEREUNDER.

Assignment

You may not assign this Agreement to any other party. TruStone may assign this Agreement to any future, directly or indirectly, affiliated company. TruStone may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

General

This Agreement is governed and shall be construed in accordance with the laws of the State of Minnesota, irrespective of its choice of law rules. This Agreement constitutes the entire agreement and supersedes any prior agreements or understandings, oral or written, between TruStone and you concerning the Service and may only be amended in a writing signed by both parties. Failure or delay in enforcing any right or provision of this agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.



CoBrowse Terms and Conditions

By clicking the “Agree and Start Session” button on your screen or otherwise accessing and using the CoBrowse Service (“Service”), you authorize TruStone to view and access your web session using third-party software and services (“Service”) and you agree to be bound by these CoBrowse Service Terms and Conditions.

- If you do not agree with these Terms and Conditions, do not use the Service. You should review the Terms and Conditions before using the Service.
- You may end the current session at any time by clicking on the X in the CoBrowse frame or closing your browser window.
- You agree that the form, nature, features and functionality of the Service may change from time to time, on both a continuous and intermittent basis, without prior notice to you. We may suspend or discontinue the Service at any time in our sole discretion.
- If we have reason to believe you have violated these Terms and Conditions or any applicable law or regulation, we may refuse you access, or suspend or terminate your access, to the Service without notice and/or take other remedial actions.

SMS/Text Terms and Conditions

By providing your consent, you are opting-in and agreeing to the following terms and conditions for TruStone Financial:

- You may revoke your consent to receive text messages at any time by sending a return text with “STOP.” Your opt-out request may generate either a confirmation text or a texted request to clarify the TruStone text message service to which it applies (if you have consented to more than one service). To complete your opt-out, please provide the requested clarification. Revoking your consent to receive automated marketing text messages from TruStone does not also revoke any consent you provided to receive automated text messages related to a specific transaction (for example, a loan application). For all further help or information send a return text with “HELP.”



- TruStone charges no fee for text message services, but your cellular carrier's message and data rates may apply.
- Text messages to TruStone phone numbers are not encrypted. Do not send sensitive or nonpublic personal information to TruStone in a text message. No representative of TruStone will ever ask you to do this. If you receive a text message purported to be from TruStone that requests you send a text with sensitive or nonpublic personal information, please do not respond to it. Instead, contact TruStone immediately by telephone at 800-862-1998 during or after regular business hours.
- TruStone may send you text messages containing HTTPS links to exchange sensitive or nonpublic information online to a TruStone.org website. These links will open a TruStone.org website in your phone's mobile browser with a "lock" icon to denote the encrypted HTTPS connection. Always verify the spelling of TruStone.org before you open any link to TruStone's website.
- TruStone makes no warranty regarding availability or reliability of text message services, and TruStone shall have no liability related to any delay or failure in the delivery or receipt of text messages.
- TruStone may change these Terms and Conditions at any time, and such updated terms and conditions shall be effective when posted to TruStone's website. You agree to review the terms and conditions regularly to ensure you are aware of any changes. Your continued use of a TruStone text message service after the Terms and Conditions have changed shall constitute your acceptance of the new terms and conditions.
- TruStone may cancel your free subscription to any or all TruStone text message services or terminate any or all TruStone text message services at any time without notice to you.