

TruStone Financial Federal Credit Union Mobile Banking and Remote Deposit Terms and Conditions

Thank you for using the Mobile Services and any related Software provided by TruStone Financial Federal Credit Union. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to the Online 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 services of which the Service is a part. TruStone Financial Federal Credit Union in its discretion may modify these Terms and Conditions at any time. Standard messaging charges apply. The Services and/or Software may be unavailable at any time for any reason outside of the reasonable control of TruStone Financial Federal Credit Union or any service provider.

Privacy and User Information

You acknowledge that in connection with your use of the Services, TruStone Financial Federal Credit Union 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 Financial Federal Credit Union 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 Financial Federal Credit Union 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.

Your 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 mobile banking service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

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. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by TruStone Financial Federal Credit Union (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of TruStone Financial Federal Credit Union or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose TruStone Financial Federal Credit Union, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of TruStone or any third party. 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 mobile 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 mobile 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.

Disclaimer of Warranty

THE MOBILE 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 MOBILE BANKING SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE MOBILE BANKING SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE MOBILE 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 MOBILE 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 MOBILE 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.

Mobile Deposit Capture Terms & Conditions

Description

The remote deposit capture services ("Mobile Deposit" or "Services") are designed to allow you to make deposits to your personal or business primary share or checking account from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to TruStone Financial Federal Credit Union (TruStone) or TruStone's designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the Procedures; must read and capture the magnetic ink character recognition ("MICR") line on each check; must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment.

Application / Restrictions on Use

You understand that in order to use the remote deposit capture service you must submit a request through the mobile app. Each request is reviewed to ensure set guidelines are met.

Health Savings Accounts (HSA), Individual Retirement Accounts (IRAs), and secondary memberships linked through online banking are not eligible for remote deposit capture services.

TruStone reserves the right to deny anyone access to the remote deposit service or any other eService 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;

- Membership must be open for at least a minimum of 30 calendar days,
- Primary account owner must be at least 18 years of age,
- Successful enrollment in Online Banking,
- A valid email address on file,
- All contact information must be current and accurate,
- Successful enrollment in eStatements,
- All enrolled primary shares and checking accounts must be active and in good standing,
- Acceptance of Mobile Banking terms and conditions.

Hardware and Software requirements

You must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless 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 Mobile Device, your system, and any other required hardware and software before you make your first deposit 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 and installation. 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.

Receipt of Items

We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. 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 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 the Services as "FOR MOBILE DEPOSIT ONLY, (TruStone) account # " 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. If the check is payable to you and your joint owner, either owner can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your account using the Services. And, you agree never to re-present the item. You will promptly provide any retained item, or sufficient copy of the front and back of the item, to TruStone as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for TruStone's audit purposes.

Deposit Limits:

TruStone reserves the right to establish and assign to you deposit limits for the Service (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.

Daily deposit limits for personal accounts are \$2,500 with a max of five items. Monthly deposit limits for personal accounts are \$5,000 with a max of 30 items.

Deposit Limits for business accounts are: daily deposit limit of \$5,000 with a max of ten items. Monthly limits for business Accounts are \$10,000 with a max of sixty (60) items.

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 for the Services at any time.

Check requirements (including image quality)

The image of an item transmitted to TruStone using the Services 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 agree that you will never re-present 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 Service 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 Service 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 are 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.

Your Authentication method

You agree we are entitled to act upon instructions we receive with respect to the Service under your user ID, password, 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) through the Service.

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.

Rejection of deposits

After we receive Check images and all other required deposit information from you through the Service, 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 your Financial Institution Account Agreement. 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 the Financial Institution 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 the Service. 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 the Service 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 remote 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 the Service have been received and accepted for deposit by TruStone. TruStone will provide you with notice of any deposits that are unable to process because 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 the Service to deposit a substitute check and you may not deposit the original Check through the Service 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 the Service. In addition, you may access TruStone's Online 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 made through the Service have been received and accepted by TruStone and are accurate. Receipt of a Check by TruStone through the Service does not constitute an acknowledgement by us, the Check is error-free or that we will be liable for the Check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods

established in your Account Agreement. You may notify us by e-mailing us at estaff@trustonefinancial.org, or writing to (TruStone, Attn: E-Staff, P.O. Box 1260, Minneapolis, MN 55440-1260) or telephoning us at (763.544.1517 or 800.862.1998). You agree to cooperate in any investigation by TruStone of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify us of any error, omission or other discrepancy in accordance with this Agreement and your Account Agreement shall relieve TruStone of any liability for such error, omission or discrepancy.

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 (763.544.1517 or 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 the Service in your possession and your records relating to such items and transmissions.

Availability of Funds

You agree items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 3 PM CST on a business day we are open excluding holidays and weekends, we consider that day to be the day of your deposit. Otherwise, we will consider the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available within two business days from the day of deposit. TruStone may make such 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

Service 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 eStatements or Online banking.

Important Mobile Security Guidelines

Downloading of Apps

Replica or counterfeit App's are common in the market place. These Apps look and often behave similarly to their authentic versions. Users often unknowingly download these Apps and provide banking credentials to criminals such as, Username and Password. Before installing any App, review the issuers name, user reviews, and the length of time the App has been available. Finally, before installing review and understand the App's permission requests.

The TruStone Mobile App should only be downloaded from reputable sources. TruStone recommends that users access the respected stores (i.e., Apple Store, Google Play, etc.) using links provided on our website.

A list of available TruStone Apps can be found here; [TruStone Website](#).

App updates

All of TruStone's apps are periodically reviewed to ensure the latest security updates are included.

TruStone recommends that users maintain the latest app versions at all times. In cases where critical updates are necessary, TruStone may require that users update before continuing on with the service. Most devices allow for automatic app updates. TruStone encourages users to add the TruStone App to the automatic update list.

Automatic updates on all apps are not encouraged as issuers tend to periodically make change to permissions. It is important to review any changes before proceeding.

Software Updates

Having the most up-to-date security settings on your browsers and operating systems is important. Be sure to update all your software regularly to keep your data safe.

Keep Your Passwords/Username Secure

Always remember to log out once your session is over and be careful not to save your password/username to any device. In addition, don't use the same password for all your services. Having different passwords on your accounts can help avoid security breaches.

Users should also;

- Lock their devices when not in use. This setting varies by device, but usually allows for instant locking once a button is pressed, locked after a set amount of time or both.
- Use strong passwords or biometrics for unlocking devices.

Stored/Cached Data

Cached data helps increase performance for things such as frequently accessed webpages and App's. This data may also contain information such as Password and Username. TruStone recommends that users delete cached data regularly especially before sharing, disposing or selling any device.

Public Wi-Fi networks

Connecting to public networks particularly those which do not require a password may be putting your personal information at risk. Read more about what you can do on our website here: [Safe Browsing on Public WI-FI Networks](#)

Lost or Stolen Devices

TruStone recommends users be proactive in safeguarding their devices against lost or stolen incidences.

Most devices come equipped with options to locate lost units and services to wipe their data in the event of theft. These options often require initial set up. Refer to the devices owner's manual and to the mobile service provider for details. Users who have lost their devices are encouraged to make changes to their online banking credentials and monitor their accounts for suspicious activity.