

This ATM agreement is the contract which covers your rights and responsibilities concerning your TruStone Financial ATM Card services offered to you by TruStone Financial Federal Credit Union.

TruStone Financial ATM Card Program

This disclosure and Agreement sets forth the terms and conditions governing the use of the TruStone Financial ATM Card issued to you at your request by TruStone Financial. By retaining, using, or allowing others to use your Card, you agree to be bound by the terms and conditions of the Agreement.

In this Agreement and Disclosure Statement (Agreement), the words “you” and “your” mean each and all of those who are signers of an account or service. “We”, “us”, “our” and “ours” mean TruStone Financial, a federally chartered credit union located with its main office in Plymouth, Minnesota. “Transaction” means use of the ATM Card, and a Personal Identification Number (PIN), to perform a transaction with the ATM Card. “Card” means ATM Card.

By using your Card with your PIN at an ATM Machine, you authorize us to effect the transaction from or to your savings or checking account(s) in accordance with the instructions given at the terminals. All transactions are subject to the terms and conditions of your account agreement. If funds to cover your TruStone Financial ATM Card withdrawals in your account are not sufficient to pay the transaction amount, and there is not an overdraft protection plan that transfers the necessary funds from another account, the Credit Union will not pay the amount and may terminate all services under this agreement.

At the present time you may use your TruStone Financial ATM Card to:

- Obtain balance information for your savings and checking accounts,
- Transfer funds from your savings and checking accounts,
- Make deposits to your savings and checking accounts,
- Withdraw funds from your savings and checking accounts.

The following limitations on the frequency and amount of TruStone Financial ATM Card transactions may apply:

- You may complete a maximum of 3 TruStone Financial ATM Card transactions per day.
- You may withdraw from your share and checking accounts a total aggregate amount of not more than \$300 per day unless a different daily dollar amount has been disclosed to you.

- You may transfer up to the available balance in your accounts at the time of transfers.

An ATM Volume fee may be charged for withdrawals made at ATMs not owned by TruStone Financial. See the “Account Rate and Fee Schedule” brochure for details. When you use an ATM not owned by us, you may be charged a fee by the ATM operator.

Conditions of the TruStone Financial ATM Card Program

1. Ownership of Cards

Any Card or other device which is supplied to you by the Credit Union is the property of the Credit Union and must be returned to us, or to any person whom we authorize to act as our agent who is authorized to honor the card immediately according to instructions. The Card may be repossessed at any time at the sole discretion of the Credit Union without demand or notice. You cannot transfer your Card or account to another person.

2. Security of PIN

The PIN issued to you is for your security purposes. Any code issued to you is confidential and should not be shared with any third parties. You are responsible to provide adequate security of your PIN. Your responsibility to provide safekeeping of this PIN shall continue until you specifically revoke such authority by notifying the Credit Union. You also understand that any joint owner of your TruStone Financial ATM Card that has your PIN may withdraw and transfer funds from any of your accounts. If you fail to maintain the security of this PIN and the Credit Union suffers a loss, we may terminate your TruStone Financial ATM Card services immediately.

4. Joint Accounts

If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement alone, and together, shall be responsible for all TruStone Financial ATM Card transactions to or from any savings and checking or accounts as provided in this Agreement. Each joint account owner may, and is hereby authorized by every other joint account owner, to make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any

TruStone Financial ATM Card transaction on any account, from any joint account owner.

5. Member Liability

The Credit Union must be notified immediately if you believe your TruStone Financial ATM Card or any PIN has been lost or stolen. Telephoning is the best way of minimizing your possible losses to your account. You could lose all the money in your account.

If you notify the Credit Union within two (2) business days, you cannot lose more than \$50 if someone uses your TruStone Financial ATM Card without your permission. If you do not tell the Credit Union within two (2) business days after you learn of the loss or theft of your Card, and the Credit Union can prove that we could have stopped someone from using your Card without your permission if you had told the Credit Union, you could lose as much as \$500.

Also, if your statement shows transactions that you did not make, tell the Credit Union at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days. If a good reason (such as hospital stay) kept you from reporting an error or loss, the Credit Union will extend the time periods. If you believe your TruStone Financial ATM Card has been lost or stolen or that someone has made transactions or may make transactions from your account without your permission, call 800.862.1998 or 763.544.1517 during normal business hours Monday to Friday, 8:00 a.m. to 5:00 p.m. or stop by any TruStone Financial branch location. After normal business hours, please call 888.918.7804 to report your lost or stolen TruStone Financial ATM Card, or write to:

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

Right to Receive Information Periodic Statements

Transfers and withdrawals made through any TruStone Financial ATM Card transaction will be recorded on your periodic statement. You will receive a statement monthly unless there is no activity on your account. You will receive a statement at least quarterly.

Terminal Receipt

You will receive a receipt at the time you make any transaction involving your account

using an ATM terminal unless you specifically request not to receive a receipt.

Account Information Disclosure

The Credit Union will disclose information to third parties about your account or the transactions you make:

- As necessary to complete the requested transactions,
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party,
- To comply with government agency or court orders, if you give us written authorization to release information.
- If you give us written authorization to release information.

Business Days

Business Days for this Agreement will be Monday through Friday, excluding holidays.

Credit Union Liability

Liability for Failure to Make Transfers

If the Credit Union does not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, the Credit Union will be liable for your losses or damages. However, there are some exceptions.

For example, the credit union will NOT be liable for:

- If through no fault of the Credit Union there is not enough money in your accounts to complete the transaction,
- If any funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to the Credit Union's current Funds Availability Policy,
- If you used your Card or PIN in an incorrect manner,
- If the ATM where you are making the transfer does not have enough cash,
- If the ATM was not working properly and you knew about the problem when you started the transaction,
- If circumstances beyond our control such as a fire, flood, or power failure prevent this transaction,
- If the transaction(s) exceed the established daily limits,
- If the money in your account is subject to legal process or other claims,
- If funds in your account are pledged as collateral or frozen because of a delinquent loan,
- If the error was caused by a computer system of any participating ATM network,
- If the electronic transfer is not completed as a result of your willful or negligent use of your ATM Card, PIN, or any EFT facility for making such transfers,

- Any other exception as established by the Credit Union.

Notices

All notices from the Credit Union will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in the Agreement. We reserve the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

Error Resolution

In case of errors or questions about your electronic transfers, call or write the Credit Union at the telephone number or address listed in this Agreement. If you need more information about a transfer listed on the statement or receipt, we must receive notice from you no later than 60 days after we sent the first statement on which the problem appears.

This notice must include:

- Your name and account number,
- A description of the electronic transfer you are unsure about and an explanation as to why you believe the Credit Union has made an error or why you need more information,
- The dollar amount of the suspected error.

The Credit Union will tell you the results of our investigation within 10 business days, 20 business days if the transfer involved a foreign initiated transfer. After we hear from you, the Credit Union will correct any error promptly. If we need more time, however, we may take up to 45 days, ninety 90 days if the transfer involved a foreign initiated transfer, to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days 20 business days if the transfer involved a foreign initiated transfer, for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not re-credit your account.

If we decide that there was an error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Termination of TruStone Financial ATM Card Service

You may terminate this agreement at any time by notifying us in writing and stopping your use of your Card and any PIN. You must return all Cards to the Credit Union. We may also terminate this agreement at any time by notifying you verbally or in writing. We may also program our computer system not to accept your Card or PIN for TruStone Financial ATM Card services. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

Governing Law

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulation, and the clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

Enforcement

In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment of the other party's reasonable attorney's fees and costs, including fees on any appeal bankruptcy proceedings, and any post judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law. Acceptance of this Agreement is hereby in force with the use of a TruStone Financial ATM Card upon receipt of this disclosure. If further information is requested regarding the Electronic Funds Policy of the Credit Union, write to or call our offices and a brochure will be mailed to you.

Please contact us at:

TruStone Financial
P.O. Box 1260
Minneapolis, MN 55440-8570
763.544.1517
800.862.1998
www.TruStoneFinancial.org