

## Online Banking External Transfer Service Agreement

This external funds transfer service agreement (“agreement”) sets forth the terms and conditions under which TruMark Financial® Credit Union (“Us”, “We”, “Our”, “the credit union”) may, at your instruction, initiate a transfer of funds from your TruMark Financial account(s) to an account you own at another financial institution or a transfer from that account to your TruMark Financial account. These terms and conditions affect your rights and you should read them carefully. By reading and accepting these terms and conditions you are affirming your consent to receive information electronically, you have the ability to receive and retain electronic communications, and you agree to the terms and conditions set forth in this agreement. TruMark Financial reserves the right to provide information and notices about this service to you by non-electronic means as well. TruMark Financial reserves the right to refuse enrollment in the External Funds Transfer Service to any member for any reason.

### Electronic Consent and Acceptance of Terms and Conditions

In order to enroll in and use the Online Banking External Funds Transfer Service (“the service”), you must consent to receive and accept the terms and conditions of the User Agreement for Remote Transfers service and any amendments to it electronically. You may withdraw your consent to having this information provided to you electronically by providing TruMark Financial with a written request to us by mail or e-mail; however, by doing so you understand this will terminate your right to use the service. Withdrawing your consent in this manner will not prevent you from re-enrolling for the service in the future. Instructions on how to contact us are below.

### Scope

This agreement covers all funds transfers using the Online Banking External Funds Transfer Service initiated by you from time to time through TruMark Financial Credit Union’s Online Banking Service.

### Definitions

<b>External Accounts</b>	The accounts held by financial institutions <b>other than</b> TruMark Financial which are referred to within this agreement.
<b>External Transfer</b>	The transfer of funds between your deposit accounts at TruMark Financial and accounts held at other financial institutions (external accounts).
<b>Inbound Transfer</b>	The transfer of funds <b>TO</b> your deposit account(s) at TruMark Financial from an external account.
<b>Outbound Transfer</b>	The transfer of funds <b>FROM</b> your deposit account(s) at TruMark Financial to an external account.
<b>Eligible Account</b>	Any eligible TruMark Financial account established with the credit union that qualifies to be used with the service, such as your savings or checking account and is enrolled in the service.

<b>Financial Institution</b>	A credit union, bank, or other depository institution.
<b>Verified Account</b>	An account owned by you at TruMark Financial or another financial institution located in the United States that has been enrolled in the service and verified as described in the agreement.
<b>ACH Network</b>	The funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.
<b>One-Business Day Transfers</b>	Funds are debited the same business day you initiate the external transfer request, and credited on the next business day after you initiate the transfer.
<b>Business Day</b>	Any day that is not a Saturday, Sunday or observed holiday.
<b>Cut-off Time</b>	The cut-off time for scheduling external transfers is 2:00 pm. Any external transfer request made after the cut-off time will be initiated the next business day.
<b>Third-Party Transfer(s)</b>	Transfers and payments made to beneficiaries other than you at another financial institution.

### **Description of Service**

The Online Banking External Funds Transfer Service enables you to request a transfer of funds: 1) from any eligible TruMark Financial account to a verified account or 2) from a verified account to any eligible TruMark Financial account. TruMark Financial will use the ACH Network to execute your requests, but other methods of transfer may also be used. All requests must be made through the Online Banking External Funds Transfer Service and are subject to the terms of your Membership Agreement, this agreement, are in effect from time to time, and with applicable laws and regulations.

### **Authorization to Transfer Funds**

You hereby represent and warrant to TruMark Financial you own each of your accounts, verified such accounts, and have full right and authority to all of the funds on deposit therein. In addition, you authorize TruMark Financial to execute and charge your eligible account(s) for any transfer requests, including any related fees, subject to any applicable limit as to dollar amount (if applicable). You understand and acknowledge we are under no obligation to execute any request for transfers which are not initiated in accordance with proper procedures. You further acknowledge the acceptance and processing of all transfer requests is subject to the terms and conditions stated in this agreement as amended from time to time. This authorization shall remain in full force and effect until you have informed TruMark Financial that you have revoked your authorization and we have had a reasonable opportunity to act upon it. TruMark Financial reserves the right to change this agreement at any time.

### **Information Relied Upon by TruMark Financial Credit Union**

You acknowledge and agree TruMark Financial is relying upon the information you provide in originating a transfer on your behalf. Errors in the information are your responsibility, including incorrect or inconsistent account names, numbers, ABA information, or name of financial institution holding your verified account. Although you represent and warrant to the credit union you are the owner of each verified account and describe it to us by name and account number,

you understand and agree if the instructions identify a verified account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand some financial institutions holding your verified accounts may not investigate discrepancies between names and numbers. In addition, you agree TruMark Financial has no responsibility to investigate discrepancies between names and account numbers in this or any instances.

## **Verification of Accounts**

### **Verification of Identity and Account Ownership**

After agreeing to this agreement and providing any additional information requested (if needed), you will need to enroll accounts you hold at other financial institutions. **When you register for this service, you also authorize TruMark Financial to obtain information from any financial institution(s) holding your external deposit accounts in order to confirm your access to and/or ownership of the external deposit accounts. You also authorize TruMark Financial to request information regarding you and your external deposit accounts from other third party sources to verify your identity, account ownership, protect against fraud, confirm your pattern of use or exceptional use, comply with applicable law or otherwise as is reasonably necessary to provide the External Funds Transfer Service to you.**

TruMark Financial is under no obligation to you, or any other person, to verify or confirm your identity, registration information, or your ownership of the external deposit accounts; or to confirm that your deposit accounts held at TruMark Financial and the external deposit accounts at another financial institution are held in the same name and/or legal capacity. You represent and warrant your deposit accounts held at TruMark Financial and the external deposit accounts held at another financial institution that utilize this service are held in the same name or legal capacity or you have the authority to make deposits and withdrawals. You agree to provide true, accurate, current, and complete information about yourself and your external deposit accounts held at other financial institutions and you agree to not misrepresent your identity or your deposit account information.

The External Funds Transfer Service will use the Customer Validation Method to verify your control and authority to access the external deposit accounts held at other financial institutions. You must undertake this account verification option in order to use the External Funds Transfer Service for each financial institution you want to set up.

### **Customer Validation Method**

By using the Customer Validation Method to verify deposits, you authorize TruMark Financial to make up two (2) micro-deposits (each less than \$1.00) to the external deposit account(s) specified by you. You will thereafter verify to TruMark Financial the amounts of each micro-deposit made to the external deposit account owned by you and held at the other financial institution to validate the transactions. This process is a security measure to ensure your ownership of the external deposit account. Upon validation you are granted access to begin external transfers. You may not initiate any external transfers until the Customer Validation is complete.

## **Limits on External Funds Transfers**

For purposes of monthly transfer limits, a month means thirty (30) calendar days immediately prior to the date on which a funds transfer request is originated by TruMark Financial.

We do not limit the number of funds transfers you may make; however you may not make funds transfers in excess of the number of funds transfers allowed for accounts that are subject by

applicable law. TruMark Financial may from time to time, at our discretion and for security and risk management purposes, modify the daily or monthly limits, the frequency, or the dollar amounts of each transfer made using this service.

### **Service Fees and Charges**

You understand and agree that you are responsible for paying all fees associated with the use of the Online Banking External Funds Transfer Service. You authorize TruMark Financial to charge your account for any service fees applicable to transfers requested through the service in accordance with TruMark Financial's Service Fee Disclosure in effect at the time you make a request. We reserve the right to change the fees charged for the use of the service at any time. There are no fees for transferring funds into TruMark Financial Credit Union. For all fees and charges see the Service Fee Disclosure [HERE](#).

### **Processing External Funds Transfers**

Outbound transfers from this service will be considered as a one (1) business day transfer. An external transfer request remains in "processing" status until fully processed. Transfers in "processing" status will appear in "Transfer History" within the "Transfer" tab in online banking. Next -business day transfers typically remain in "processing" status until the close of the next business day after the transfer request is initiated.

Requests for external funds transfers will be initiated on the current business day so long as it is initiated by the cutoff time of 2:00 p.m. If you initiate a transfer that is not on a business day or on an established holiday, TruMark Financial will not process your request until the next business day.

### **Unsuccessful, Rejected, Delays and Cancellations**

If an external transfer fails to be executed, TruMark Financial will notify you, at our discretion, so you will understand the nature and reason for such failure; we will notify you either in writing, via e-mail, conventional mail, or messages delivered through the service.

TruMark Financial may reject any request for transfer at any time for any reason, at its discretion; for example, TruMark Financial may reject your request if the request for the dollar amount of one or more of your transfers exceeds your daily or monthly transfer limit, if your account exceeds its available funds, if your request is incomplete, if TruMark Financial identifies a security risk related to you or the requested transfer(s), or if we are unable to fulfill the request for any other reason. You understand and agree if TruMark Financial rejects a request for an external transfer for any reason, you will be informed during your online session or via a secure message within home banking as soon thereafter.

You may cancel or amend an external funds transfer request only if we receive your request prior to the execution of the external funds transfer and at a time which provides us with a reasonable opportunity to act upon the request. TruMark Financial will not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to the recall or amendment of your external transfer request.

You agree TruMark Financial will not be responsible for any delay, failure to execute, or mis-execution of your external funds transfer request due to circumstances beyond our control; including without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your request to the bank or execution of such request, whether caused by power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank. TruMark Financial makes no warranties, express or implied, including the

failure of any intermediary bank or beneficiary bank to credit you or your beneficiary with the amount of the external funds transfer after receipt of same with respect to any matter.

### **Suspension and Reinstatement of Funds Transfer Service**

In the event we, at any time, incur a problem with your use of the service, including without limitation, a failure in the external funds transfer service to debit any of your accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy we may have under this agreement or otherwise, we reserve the right to suspend your use of the service, immediately, and without prior notice to you. You understand and agree such action is reasonable for TruMark Financial to take in order to protect itself from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided for under this agreement (see “Error Reporting and Claims” below). TruMark Financial reserves the right, in its sole discretion, to grant or deny reinstatement of your use of the service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the service, TruMark Financial, in its sole discretion, may thereafter restore your ability to effect transfers subject to higher limits as then may be in effect (see “Limits on Funds Transfers” above).

### **Unauthorized Transfers and Liability**

If you think someone else has compromised your access to the Online Banking External Funds Transfer Service, an unauthorized external transfer or other type of online transaction has been made from one of your accounts, you must notify TruMark Financial immediately by e-mail at: [memberservices@trumark.org](mailto:memberservices@trumark.org); by phone at 1-877-TRUMARK (1-877-878-6275), or by mail by writing to:

TruMark Financial Credit Union  
Attn: Funds Transfer Administrator  
335 Commerce Drive  
P.O. Box 8127  
Fort Washington, PA 19034

By providing such prompt notice, you may limit your personal liability for unauthorized transfers as more fully described in the “E-Statement Disclosure” within the “Electronic Disclosures and Agreements Disclosure” you received at account opening and which is also available at [www.trumarkonline.org](http://www.trumarkonline.org).

### **Your Responsibility for Errors**

You understand 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 to submit funds transfer instructions on your behalf. You understand financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You also understand 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 the instructions; but you accept full responsibility for losses resulting from your or any errors, duplication, ambiguities, or fraud in the information you provide. You agree not to impersonate any person or use a name you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, TruMark Financial Credit Union

reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

## **Error Reporting and Claims**

If you think your statement is wrong, if you need more information about a transfer listed, or in case of errors or questions, e-mail [memberservices@trumark.org](mailto:memberservices@trumark.org) or call 1-877-TRUMARK (1-877-878-6275), or by mail by writing to:

TruMark Financial Credit Union  
Attn: Funds Transfer Administrator  
335 Commerce Drive  
P.O. Box 8127  
Fort Washington, PA 19034

You can see a complete statement of all of your funds transfers affected or pending at any time within Internet Teller. We must hear from you within 60 days after we FIRST posted the transfer to your statement.

- 1) Tell us your name, and the account number of the account to which the error relates.
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require you to send us your complaint or question in writing within ten (10) business days. We will determine whether we committed an error within ten (10) business days (20 business days for new member accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for new member accounts) to investigate your complaint or question. If we decide to do this, we will credit/debit the applicable accounts within ten (10) business days (20 business days for new member accounts) for the amount you believe is in error, so you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) business days, we may not credit/debit the applicable accounts.

We will tell you the results of our investigation within three (3) business days. If we conclude we did not make an error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

We are not responsible for errors, delays, and other problems caused by or resulting from the action or inaction of financial institutions holding the account(s). Although we will try to assist you in resolving any such problems, you understand that any such errors, delays, or other problems are the responsibility of the relevant financial institution of the recipient. Any rights you may have against a financial institution for such errors, delays, or other problems are subject to the terms of the agreements you have with such financial institutions, including any time limits during which complaints must be made.

## **Propriety Rights**

You acknowledge and agree TruMark Financial Credit Union owns all rights in and to the Online Banking External Funds Transfer Service. You are permitted to use the service only as expressly authorized by this agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile TruMark Financial Credit Union or any of the service or technology.

## **No Unlawful or Prohibited Use**

As a condition of using the service, you warrant to us you will not use the service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this agreement or by any applicable law or regulation. You further warrant and present you will not use the service in any manner that could damage, disable, overburden, or impair the service or TruMark Financial, or interfere with any other party's use and enjoyment of the service. You may not obtain or use the External Funds Transfer Service to obtain any materials or information through any means not intentionally made available or provided for through the service. You agree that these warranties and representations will remain in full force and effect even if this agreement terminates for any reason.

## **Service Changes and Discontinuation/Termination**

### **Changes**

We may modify or discontinue this service or your account with us, with or without notice, without liability to you, or any other user or any third party. We reserve the right, subject to applicable law, to terminate your account and your right to use the service at any time and for any reason; including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the terms and conditions, the rights of TruMark Financial Credit Union, if you provide us with false or misleading information, or interfere with other users or the administration of the services. We reserve the right to charge a fee for the use of the service and any additional service or features that we may introduce. You understand and agree you are responsible for paying all fees associated with the use of this service.

For all fees and possible charges, see the Service Fee Disclosure [HERE](#).

### **Discontinuation/Termination**

You may terminate this agreement at any time by sending your request through secure messaging in Internet Teller or by notifying TruMark Financial via e-mail at [memberservices@trumark.org](mailto:memberservices@trumark.org); or, if you prefer, by sending a registered or certified letter by mail to:

TruMark Financial Credit Union  
Attn: Funds Transfer Administrator  
335 Commerce Drive  
P.O. Box 8127  
Fort Washington, PA 19034

Once your account with us has terminated for any reason, you will have no further right or access to use the Online Banking External Funds Transfer Service.

You also agree TruMark Financial may terminate your access to the Online Banking External Funds Transfer Service, without prior notice, upon the occurrence of any of the following events (not limited to), or any other event that creates an unanticipated liability for this financial institution:

- Any of your accounts with TruMark Financial are not current or are not in good standing
- You have had an overdraft, an over the limit item, or an item returned for insufficient funds with respect to your account during the current or three prior calendar months



- You have had any prior external transfers canceled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason

Furthermore, we may modify or discontinue the service, with or without notice, without liability to you at any time. We reserve the right, subject to applicable law and regulation, to terminate your right to use the Online Banking External Funds Transfer Service at any time, for any reason, including, without limitation, in our sole judgment, if we believe you have engaged in conduct or activities that violate any of the terms of this agreement, or if you provide us with false or misleading information, interfere with other users, or in the administration of the service.

### **Links to Third Party Sites**

The TruMark Financial Credit Union website may contain links to other websites (“Linked Sites”). These links are provided solely as a convenience to you. TruMark Financial does not screen, approve, review, or otherwise endorse any content or information contained in any linked sites. You acknowledge and agree TruMark Financial, its affiliates, and partners are not responsible for the contents of any linked sites, including the accuracy or availability of information provided by linked sites, and make no representations or warranties regarding the linked sites or your use of them.

### **Security Procedures**

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

### **Deviating from Security Procedures**

You agree to allow us to authorize any financial institution(s) to which you have an account(s) to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed upon from time to time between you and such financial institution(s), or between us, on your behalf, and such financial institution(s), without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition you agree we may authorize financial institutions to charge and debit your accounts based solely on these communications.

### **Means of Transfer**

The external transfer service is available for funds transfers to verified accounts in the United States only and transfers are made in U.S. dollars only.

You understand TruMark Financial has a variety of banking channels and means to make external transfers; however we will normally use the ACH Network (Automated Clearing House). We may choose any reasonable means suitable to complete a transfer that is necessary to successfully complete your request.

You agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, CHIPS or the ACH Network as published by the National Automated Clearinghouse Association (NACHA), and the Federal Reserve Banking System. You agree not to effect any funds transfers from or to an account that are not allowed under the



rules or regulations applicable to such accounts including, without limitation, to rules or regulations designated to prevent the transfer of funds in violation of OFAC regulations. You further expressly agree not to originate any transactions which violate the laws of the United States of America. We shall make all reasonable efforts to ensure your transfer requests are processed on time; however, we reserve the right to hold funds beyond the normal period and if any interest earned will be the property of TruMark Financial. We further reserve the right to terminate or suspend this agreement upon no more than ten (10) business days' notice should you be in violation of any of the applicable rules and regulations governing the ACH Network, including but not limited to the NACHA Operating Rules.

## **Our Liability**

If we do not provide funds transfer instructions on time, if we cause an incorrect amount to be removed from an account, or if we cause funds from an account to be transferred to any account other than the account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account. TruMark Financial is not responsible or liable if your financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, TruMark Financial shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of TruMark Financial Credit Union hereunder.

You agree your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable accounts to make any funds transfer you request we make on your behalf through the service. You understand and agree we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the funds transfer and the funds transfer is not completed, is later reversed, if your financial institution does not permit the transfer, or the funds transfer would exceed the credit limit on any applicable overdraft line.

You also understand and agree we are not responsible for any losses or damages for circumstances beyond our control (such as fire or flood) prevent us from making a funds transfer or if the TruMark Financial website was not working properly and you knew about the breakdown when you started the funds transfer.

## **Limitation of Warranty and Liability**

YOU UNDERSTAND AND AGREE TRUMARK FINANCIAL'S FUNDS TRANSFER SERVICE IS PROVIDED "AS-IS;" EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW. WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATION OR PERSONALIZATION SETTINGS. YOU UNDERTAND AND EXPRESSLY AGREE USE OF THE FUNDS TRANSFER SERVICE IS AT YOUR SOLE RISK, ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE FUNDS TRANSFER SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OBTAINING SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE TRUMARK FINANCIAL WEBSITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS; AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE EXTERNAL FUNDS TRANSFER SERVICE, THE ACCURACY OR LIABILITY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE FUNDS TRANSFER SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE FUNDS TRANSFER SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE FUNDS TRANSFER SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OR THE POSSIBILITY OF SUCH DAMAGES.

### **Indemnification**

You agree to indemnify, defend, and hold harmless TruMark Financial Credit Union, its affiliates, partners, officers, directors, employees, consultants, service providers, and agents from any and all third-party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from your use of the Online Banking External Funds Transfer Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this agreement, your violation of the terms or your infringement, or infringement by any other user of your funds transfer account, of any intellectual property or other right of any person or entity.

### **Miscellaneous**

You understand and agree you represent and warrant you are who you claim to be; you are the rightful owner of all content and the accounts linked for the purposes of the Online Banking External Funds Transfer Service; and you are rightfully authorizing us to access the accounts.

You agree our rights and remedies arising out of any breach of your representations and warranties in this agreement, the limitations on our liability and our rights to indemnification under this agreement are continuing and shall survive the termination of the agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. TruMark Financial's failure to enforce the strict performance of any provision of this agreement will not constitute a waiver of TruMark Financial's right to subsequently enforce such provision or any other provisions of this agreement.

You understand, agree and expressly consent that TruMark Financial has the express right to audit your compliance to the within Agreement and the applicable rules and regulations governing the ACH Network, including but not limited to the NACHA Operating Rules and you further agree to comply with all audits that may be initiated by TruMark Financial with respect to this Agreement. Your rights under this Agreement may be suspended or terminated based upon the results of any such audit.

The most current version of the agreement as it appears on our website, including any amendments we may make from time to time, constitutes the entire agreement between us, and

supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Online Banking External Funds Transfer Service. This agreement may be amended, or any of TruMark Financial's rights waived, only if TruMark Financial agrees in writing to such changes, or you continue using the funds transfer service following receipt of notice of any changes proposed by us. All notices to you shall be in writing and shall be made either via e-mail, conventional mail, or messages delivered through the services, at TruMark Financial's discretion. All notices to us must be made in writing via registered or certified mail and sent to:

TruMark Financial Credit Union  
Attn: Funds Transfer Administrator  
335 Commerce Drive  
P.O. Box 8127  
Fort Washington, PA 19034

This agreement is personal to you and you may not assign it to anyone.

If either TruMark Financial or you have any dispute or disagreement with the other regarding this agreement that we cannot resolve amicably, both parties agree the sole and exclusive remedy shall be binding arbitration in accordance with the then-current rules and procedures of the American Arbitration Association. This agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Pennsylvania, without giving effect to its conflict of laws provision or your actual state or country or residence. If for any reason a court of competent jurisdiction finds any provision or portion of the terms to be unenforceable, the remainder of the terms will continue in full force and effect.

This agreement shall take effect immediately upon the acceptance of your application for the Online Banking External Funds Transfer Service.