

Online and Mobile Service Agreement

This Online and Mobile Service Agreement (“Agreement”) governs the terms and conditions of your use of TruMark Financial Credit Union’s Online Banking, Mobile Banking (i.e. TruMark Financial’s Mobile App), and any applicable software products we may offer through these channels or used to provide you with the services, products, and/or functionality offered via the home banking and mobile channels (hereinafter, collectively, “Online Services”). As used herein, the term “TruMark Financial,” “Credit Union,” “us,” “we,” or “our” means TruMark Financial Credit Union. The term “you” or “your” means the individual or entity that is a member of TruMark Financial and therefore the account owner, any party-in-interest to such account (such as a trustee or guardian) and any individual authorized by an account owner/party-in-interest.

I. Provisions relating to all Online Services

1. Agreement to Use Online Services

Upon your use or access of the Online Services, and/or accompanying software, you agree to the terms and conditions of this Agreement. If you find this Agreement is unacceptable to you, you must discontinue your use of the Online Services. We may amend or change this Agreement (including applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail, regular mail or via the Online Services channels. Your use of the Online Services after we have made such changes available will be considered your agreement to the change.

2. General Terms

The terms and conditions set forth in this Agreement shall in no way affect the terms and conditions set forth in your Membership Agreement and/or account opening disclosures, unless expressly noted otherwise. This Agreement shall supplement your Membership Disclosure and if there is any conflict between the terms of this Agreement and your Membership Agreement, your Membership Agreement shall control. Should you need a copy of any such disclosures, please contact us at 1-877-TRUMARK. Please note, TruMark Financial is not responsible for any fees or charges assessed by any third-party (including, but not limited to, data or mobile providers, internet providers, personal financial management software providers – such as Quicken® and Quickbooks®) with respect to your use of the Online Services.

3. Governing Law

The Agreement is subject to the laws of the Commonwealth of Pennsylvania and applicable federal laws and rules. If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

4. Transferable License; Software and Equipment

TruMark Financial grants to you, for your personal or business purposes only, a non-exclusive, non-transferable limited and revocable right to access and use the Online Services and any Software. Any Software provided through the Online Services must be downloaded by you. You agree not to re-sell, transfer, or use the Online Services and any other accompanying software for any other purpose. You further agree that you may not, and will not, allow or cause any third party to: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Online Services, or use the Online Services to develop similar functionality; (b) copy any portion of the Online Services, except as expressly permitted by this Agreement; (c) sublicense, distribute, export or resell any portion of

the Online Services or otherwise transfer any rights; (d) remove any proprietary or intellectual property rights notices or labels on the Online Services; or (e) otherwise exercise any other right to the Online Services not expressly granted in this Agreement. We, or our licensors, own all right, title and interest in and to the Online Services. No license or other right in or to the Online Services is granted to you except for the rights specifically set forth in this Agreement.

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use the Online Services. This responsibility includes, without limitation, using up to date web-browsers and access devices and adequate encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks. You acknowledge that you are responsible for the data security of the Systems used to access the Online Services and for the transmission and receipt of information using such Systems. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems.

5. Passwords and Security

To prevent unauthorized access to your accounts and to prevent unauthorized use of the Online Services, you agree to protect and keep confidential your debit or credit card number, account number, PIN, User ID, Password, or other means of accessing your accounts via the Online Services. The loss, theft, or unauthorized use of your debit or credit card numbers, account numbers, PINs, User IDs, and Passwords could permit unauthorized persons to gain access to your personal and account information and to use that information for fraudulent purposes, including identity theft, as well as to access the funds in your account(s) and any overdraft limits and/or lines. If you disclose your debit or credit card numbers, account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity, including any data aggregation service providers, to use the Online Services or to access your debit or credit card numbers, account numbers, PINs, User IDs, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used the Online Services without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-877-TRUMARK (1-877-878-6275).

6. Termination and Misuse of Online Services

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to the Online Services, in whole or part, at any time for any reason without prior notice, including, but not limited to your inactivity or non-use of the Online Services, your violation of this Agreement, your Membership Agreement, or any other Agreement issued in connection with the Online Services or products and services associated with your membership, any fraud or suspected fraud, and any attempt to log on to the Online Services from any country under sanctions by the Office of Foreign Assets Control (OFAC). The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. Upon termination, you shall immediately discontinue use of the Online Services.

7. Limitation of Liability and Indemnification

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE ONLINE SERVICES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE SERVICES IS AT YOUR SOLE RISK AND THAT THE ONLINE SERVICES AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ASSUME ALL RISK OF LOSS OF ANY DATA LOST DURING TRANSACTIONS INITIATED BY YOU EVEN IF THE DATA IS LOST DUE TO SYSTEM FAILURE OR INTERRUPTION. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU ARE PERSONALLY RESPONSIBLE FOR YOUR CONDUCT WHILE USING THE ONLINE SERVICES AND AGREE TO INDEMNIFY AND HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, COST OR EXPENSE OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) THAT WE MAY INCUR IN CONNECTION WITH A THIRD PARTY CLAIM OR OTHERWISE, IN RELATION TO YOUR USE OF THE ONLINE SERVICES. YOUR OBLIGATIONS UNDER THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. Third Party Site Links

The Online Services may contain links to other third party web sites. We are not responsible for, nor do we control, the content, products, or services provided by linked sites, unless expressly stated otherwise. Your access, use and reliance upon such content, products or services is at your own risk. We do not endorse or guarantee the products, information or recommendations provided by linked sites, and are not liable for any failure of products or services advertised on those sites.

9. Text Message/SMS

Your use of the Online Services includes access to certain mobile text message services. You agree and authorize TruMark Financial and its service providers to deliver information regarding your mobile transactions to you via text message to the number you have provided to us for this purpose. You agree to indemnify, defend and hold TruMark Financial harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. You understand and agree these services may include personal or confidential information about you such as your account activity or the status of your account. Messages

may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent via text message. Message and data rates may apply. To cancel text message services, please contact 1-877-TRUMARK during operating business hours.

10. 360 View Account Access

A feature of TruMark Financial's Online Banking System permits members to view all accounts associated with his or her social security number, with limited exceptions. This feature will allow the member to not only transact business on the primary account used at online banking enrollment, but also view and conduct limited transfer to and from transactions on other accounts linked to the primary account holder's social security number. Please note that you will not be able to view e-statements, FICO information and use additional services, such as lock and unlock a card for any other account aside from the primary account used at Online Banking enrollment. Any unauthorized access or transactions to other accounts associated with your social security number which are made as a result of your disclosure of your User ID and password is solely your responsibility. If you would like to disable this feature, you may contact us at 1-877-TRUMARK (1-877-878-6275).

II. Additional Provisions Related to Mobile Deposit

Through the TruMark Financial Mobile App, you will have the option to remotely deposit paper checks (also called, Mobile Deposit Capture) to your consumer accounts (Business Accounts are not eligible for this service) up to the limits (frequency and dollar amounts) imposed by TruMark Financial, which limits are subject to change at any time. To use this service, you must first endorse the check with your signature and the phrase "For Mobile Deposit Only." Failure to endorse the check in this manner may result in TruMark Financial's rejection of the deposit. You must then electronically transmit a digital image of the front and back of paper check using the camera feature of your mobile phone via the Mobile App. TruMark Financial does not warrant that all mobile cameras and operating systems are supported by the Mobile App.

All check images must accurately and legibly provide accurate and legible information, such as the information identifying the drawer, complete and accurate routing and account information (or MICR information), the amount of the check, the date of the check and the signature. TruMark Financial reserves the right to reject any check image that does not conform to the above, TruMark Financial's general check deposit procedures (as stated in the Member Agreement or elsewhere), or any regulatory guidelines. TruMark Financial is not responsible for any service or late fee attributed to you for the rejection of any deposit and you acknowledge and agree you are fully responsible for all checks returned unpaid; TruMark Financial may debit your account for payment of such fees or for any amounts credited to your account which are returned unpaid. All deposits are subject to TruMark Financial's Funds Availability Policy, which may be found in your Membership Agreement or by visiting www.trumarkonline.org. TruMark Financial reserves the right to suspend or terminate Mobile Deposit services at any time.

FOR EACH CHECK SUBMITTED, YOU ACKNOWLEDGE, AGREE, AND WARRANT AS FOLLOWS: EACH IMAGE OF A CHECK TRANSMITTED IS A TRUE AND ACCURATE RENDITION OF THE FRONT AND BACK OF THE ORIGINAL CHECK, WITHOUT ANY ALTERATION, AND THE DRAWER OF THE CHECK HAS NO DEFENSE AGAINST PAYMENT OF THE CHECK; YOU WILL NOT DEPOSIT OR OTHERWISE ENDORSE TO A THIRD PARTY THE ORIGINAL ITEM (THE ORIGINAL CHECK) AND NO PERSON WILL RECEIVE A TRANSFER, PRESENTMENT, OR RETURN OF, OR OTHERWISE BE

CHARGED FOR, THE ITEM (EITHER THE ORIGINAL ITEM, OR A PAPER OR ELECTRONIC REPRESENTATION OF THE ORIGINAL ITEM) SUCH THAT THE PERSON WILL BE ASKED TO MAKE PAYMENT BASED ON AN ITEM IT HAS ALREADY PAID; OTHER THAN THE DIGITAL IMAGE OF AN ORIGINAL CHECK THAT HAS BEEN REMOTELY DEPOSIT THROUGH THE SERVICE, THERE ARE NO OTHER DUPLICATE IMAGES OF THE ORIGINAL CHECK AND YOU HAVE POSSESSION OF EACH ORIGINAL CHECK DEPOSITED USING THE SERVICE AND NO PARTY WILL SUBMIT THE ORIGINAL CHECK FOR PAYMENT.

You further agree that that for any image in which you have transmitted, you will be responsible for preventing the transmission of another image of the item or presentment of the item by another means. You agree to retain the item and have it accessible for a period of at least 14 calendar days after the date of deposit acknowledgement. After such period expires, all checks can be destroyed in a manner that will ensure the check(s) cannot be reconstructed after those 14 days. YOU UNDERSTAND AND AGREE YOU ARE SOLELY RESPONSIBLE FOR ANY LOSS CAUSED BY FAILURE TO SECURE OR DESTROY THE ORIGINAL CHECK(S).

In the event you believe there has been an error with respect to any original check or image thereof transmitted to us for deposit or a breach of this Agreement, you must immediately contact TruMark Financial regarding such errors or breach: By Telephone: 1-877-TRUMARK (878-6275) during operating business hours or via email to: mobiledeposit@trumark.org

III. Additional Provisions Related to Payments and Transfers

1. General Terms Applicable to Bill Payments and Transfers

TruMark Financial's Online Services permit you to make one-time and/or reoccurring payments to third parties, as well as transfer funds between eligible TruMark Financial accounts or between TruMark Financial and an External Account at another institution ("External Account"). In using these services, you authorize TruMark Financial to debit your designated Account for each transfer of funds that you initiate. You acknowledge and agree to maintain sufficient funds or available credit in your Account on the transfer date for each such transfer you schedule. TruMark Financial is not responsible for any payment or transfer request if there aren't enough funds in the designated account and reserves the right to cancel any pending payment or transfer where insufficient funds are available. While TruMark Financial does not charge a fee specifically for the use of Online Services, you may be assessed fees for overdrawing your account or other applicable deposit-account transfer related fees (please see Service Fee Disclosure for more information). Online Services may not be used to originate an International ACH (also known as an IAT) transaction or to initiate wire transactions. Please additionally note that any transfer made from any of your savings accounts (including Money Market Accounts) is a restricted transfer subject to certain limitations. Please refer to your Membership Agreement for full details. External Transfers made from any line of credit account are an advance on such line of credit, and in addition to accruing interest under the terms of your line of credit agreement, will also be subject to all other terms and limitations on advances thereunder. TruMark Financial reserves the right to refuse payment to any third party in its sole discretion. You will be notified should TruMark Financial refuse to authorize a transaction under these circumstances, unless TruMark Financial is prohibited from disclosing such information to you.

2. Cut-Off Times

There is a 2 p.m. cut-off time for External Transfers. Any External Transfer request made after the cut-off time or on a non-business day or holiday will be initiated the following business day. The cut-off times will reflect the time displayed on our internal system. All Internal Transfers are completed real time.

Cut off times for Bill Payment are reflected in the Bill Payment platform. For example, if the transaction cannot be processed for four (4) business days, the platform will not permit you to select a payment date less than four (4) business days from the current date. It is your responsibility to ensure payments are scheduled sufficiently in advance to ensure on-time payment. TruMark Financial is not responsible for any late payment which is made in accordance with Your instructions; however, TruMark Financial will bear responsibility for any late payment related charges up to \$50 should a payment post after its due date, provided the payment was scheduled for timely delivery of such payment.

3. Reoccurring Payments and Transfers

Repeating Bill Payments and transfers that are for the same fixed amount each month will be sent on the same calendar day of each month or on the prior Business Day if the regular scheduled date falls on a non-Business Day. Repeating payments and transfers will be deducted from your account on the transfer date. If you wish to cancel a Repeating payment or transfer, you must cancel your transaction online before 2 p.m. (Eastern Time) the Business Day before the regularly scheduled date.

4. Internal Transfers

Internal Transfers can be used to transfer funds between your eligible accounts held by TruMark Financial. You may make Internal Transfers up to (A) your available balance plus any amount in your overdraft protection account; (B) your credit limit; or (C) from a home equity line of credit, subject to your account terms.

5. External Transfers

External Funds Transfers can be used to transfer funds between an eligible account held by us and an External Account. Transfers to or from External Accounts may be made in amounts of up to \$50,000 per day in the aggregate. Transfers to an External Account will be deducted from your TruMark Financial Account on the scheduled calendar date and will be reflected in your External Account on the date specified in the Electronic Transfer platform. Transfers from External Accounts are subject to the processing times of the financial institution holding your External Account. All External Transfers shall be guided pursuant to these rules and the governing rules of the National Automated Clearing House Association ("NACHA") and you agree to be bound by such rules. In accordance with such rules, any credit to your deposit account held by us or your External Account shall be provisional until such credit has been finally settled by us or the third party institution which holds your External Account. If we do not receive final settlement for a transfer for any reason, we shall charge back the amount of such transfer to your account.

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. By using the Customer Validation Method to verify deposits, you authorize TruMark Financial to make up two (2) micro-deposits (each less than \$1) 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.

6. Bill Payments

In using the Bill Pay Service, you authorize us to remove funds from your designated Pay From account for all payments that you initiate and you agree to have sufficient available funds on the Send On date or Payment date for each such payment you schedule. You additionally authorize us to credit any returned funds. Please note that if you have Overdraft Protection on your account, available funds in the account that you use for overdraft protection are included in the determination of available funds. Your failure to maintain sufficient available funds will result in the non-payment of your scheduled Bill Payment. TruMark Financial is not responsible for your failure to maintain sufficient available funds and the non-payment of any scheduled Bill Payment based on the insufficiency.

To use the Bill Pay Service you must enter all required fields relating to the Payee. In providing such information, you authorize TruMark Financial to issue the Bill Payment in accordance with those instructions. Please note, your Payee may request editing or altering or payment data to process payments. TruMark Financial will alter your payment instructions in accordance with Payee directives when received to ensure efficient processing of your Bill Payment. TruMark Financial is not responsible for any incorrect or inaccurate information entered by you, or your Payee, including your failure to update Payee information as necessary. TruMark Financial is not responsible for the non-payment of any Bill Payment due to malfunction of the system which is known or disclosed to you prior to your execution of the transaction, as well as circumstances beyond control of the Bill Payment System (including but not limited to Acts of Nature, God, War and/or other catastrophic events). TruMark Financial further reserves the right to refuse payment to a designated Payee where such Payee violates this Agreement, your Membership Agreement or regulation.

YOU AGREE AND ACKNOWLEDGE TRUMARK FINANCIAL IS NOT RESPONSIBLE FOR ANY CHARGES IMPOSED, OR ANY OTHER ACTION, BY A PAYEE RESULTING FROM A LATE PAYMENT, INCLUDING ANY APPLICABLE FINANCE CHARGES AND/OR LATE FEES UNLESS WE CAUSE PROCESSING DELAYS THAT CAUSE YOUR PAYMENT TO BE LATE. FOR THIS REASON, YOU NEED TO SELECT A DELIVER BY DATE WHICH IS SUFFICIENTLY IN ADVANCE OF THE ACTUAL DUE DATE (NOT THE LATE DATE) OF YOUR PAYMENT OBLIGATION TO ENSURE THAT YOUR PAYMENT ARRIVES ON OR BEFORE YOUR DUE DATE AND NOT AFTER THE DUE DATE OR DURING THE GRACE PERIOD.

You may cancel a scheduled Payment if you do so no later than 2 p.m. on the day prior to the scheduled payment date. Funds will be returned to your account by the following Business Day. You may not stop a Bill Payment after the Cut-off Time has passed.

In the event of a failed or returned delivery, you acknowledge and agree to reimburse TruMark Financial immediately, where applicable, of any amounts due and owing as a result of the failed transaction, including but not limited to, fees imposed by TruMark Financial for the return, fees imposed by any third-party as a result of the return. Should you fail to reimburse TruMark Financial within fifteen (15) days of the written notification notifying you of the failed delivery, a late charge equal to 1.5% for any unpaid amounts will be imposed. You will be responsible for any attorneys' fees and costs related to the collection of amounts due related to the failed or returned delivery.

7. Electronic Bill Delivery

TruMark Financial's Bill Payment system provides a mechanism for the delivery of certain electronic bills. Upon activation of the electronic bill feature, the Bill Payment system may contact the Payee of your request to receive electronic billing information. Receipt of electronic billing may take up to sixty (60) days. While the Bill Payment system will attempt to deliver all electronic bills promptly, it is your responsibility to monitor delivery of such statements and the timely payment of such bills. You agree to hold TruMark Financial and the Bill Payment system harmless should the Payee fail to deliver your statements. In addition, TruMark Financial is not responsible for any inaccuracy in your billing statement, the non-delivery or any such statement, or for handling any discrepancy or dispute with your electronic bill, all of which must be handled with Payee directly. Should you wish to cancel the electronic bill delivery service, you may do so at any time through the Bill Payment system. It is your sole responsibility to ensure alternative form of Bill delivery. It may take up to sixty (60) days to effectuate the cancellation request.

8. 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, email memberservices@trumark.org or call 1-877-TRUMARK (1-877-878-6275), during operating business hours, 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 your funds transfers affected or pending at any time within Online Banking. 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.

9. Unauthorized Transfers and Liability

If you think someone else has compromised your access to the Online Banking Transfer or Bill Payment Service, or 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; by phone at 1-877-TRUMARK (1-877-878-6275), during operating business hours, 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 your Member Account Agreement, which is also available at www.trumarkonline.org.

10. Special Provisions Related to Pop-Money

This feature is for scheduling at your option personal payments to individuals from your bill payment service using the ZashPay (also known as Pop-Money or "Service") personal payments service. This agreement applies to your use of the Service and the portion of the site through which the Service is offered.

(A) Receipts and Transaction History: You may view at least six months of your transaction history by logging into your account and looking at your account transaction history. You agree to review your transactions by this method instead of receiving receipts or periodic statements by mail.

(B) Prohibited Payments: The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block and/or reverse such payments:

1. Payments to or from persons or entities located outside of the United States and its territories; and
2. Payments that violate any law, statute, ordinance or regulation; and
3. Payments that violate the Acceptable Use terms in Section C below; and
4. Payments related to: tobacco products, prescription drugs and devices, narcotics, steroids, controlled substances or other products that present a risk to consumer safety, drug paraphernalia, ammunition, firearms, or firearm parts or related accessories, weapons or knives regulated under applicable law, goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity, goods or services that are sexually oriented, goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime, goods or services that defame, abuse, harass or threaten others, goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, or discourteous, goods or services that advertise, sell or solicit others, goods or services that use the Site for commercial purposes of any kind other than to facilitate a transaction on the ZashPay Service, goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; and 5. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
6. Payments relating to transactions that support pyramid or ponzi schemes, matrix programs, other “get rich quick” schemes or multi-level marketing programs, are associated with purchases of real property, annuities, or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, are for the sale of items before the seller has control or possession of the item, are by payment processors to collect payments on behalf of merchants, constitute money-laundering or terrorist financing, are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges or check cashing, or stored value, or provide credit repair or debt settlement services; and
7. involve airlines and scheduled or non-scheduled charters/jets/air taxi operators, collecting donations as a charity or non-profit organization, dealing in jewels, precious metals and stones, acting as a money transmitter or selling stored value cards; selling stocks, bonds, securities, options, futures (forex) or an investment interest in any entity or property, or providing escrow services, offering online dating services, providing file sharing services or access to newsgroups, or selling alcoholic beverages; and
8. Tax payments and court ordered payments. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, miss-posted or misdirected prohibited payments will be the sole responsibility of the Sender and not ours. We encourage you to provide notice to us by the methods described of any violations of this section or the Terms of Use generally.

(C) Acceptable Use: You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our service providers have the right but not

the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: violate any law, statute, ordinance or regulation; promote hate, violence, racial intolerance, or the financial exploitation of a crime; defame, abuse, harass or threaten others; include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; impose an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without any prior written permission; constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described herein of any violations of this section or the Terms of Use generally.

(D) Payment Authorization and Payment Remittance:

1. By providing us names and/or telephone numbers and/or email addresses of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service.
2. When we receive a Payment Instruction from you, you authorize us to debit your sending Transaction Account and remit funds on your behalf. You also authorize us to credit your receiving Transaction Account for payments returned to us from Receivers to whom you sent payment(s).
3. Receivers of payments who are not already registered for the Service will be invited to register. Once registered, you as a Receiver authorize us to credit your Transaction Account for payments remitted to you on behalf of a Sender without further approval from you. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you. If you do not register, then funds will not be transferred to you from the Sender's Transaction Account, and the payment transaction will be cancelled.
4. We will use reasonable efforts to make all your payments properly. However, we shall incur no liability if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances: a. If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account. b. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction; c. The payment is refused as described in section F below. d. You as a Sender have not provided us with correct information, including but not limited to the correct Transaction Account information, or the correct name email address or phone number of the Receiver to whom you are sending a payment; and/or e. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

5. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the name, telephone number and/or email address that the Sender enters for the Receiver to whom you are sending the payment), and for informing us as soon as possible if they become aware of that this information is inaccurate. Neither the Sender nor Receiver may use a P. O. Box as a postal address. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

(E) Payment Methods and Amounts: We may, at our sole discretion, impose limits on the amount of money you can send or receive through our Service. We also reserve the right to select the method which to remit funds on your behalf, and the method to return funds to you in the event that your Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic payment or an electronic to check payment.

(F) Payment Cancellation Requests and Refused Payments: Sender may cancel a payment at any time until it begins processing (as shown in the application). Payments not claimed will be automatically cancelled twelve (12) days after the payment is generated. When a Sender sends money, the Receiver is not required to accept it. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a payment made through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Transaction Account. If this is unsuccessful (for example, the Transaction Account has been closed) we will make reasonable attempts to mail you a paper check. If after sixty (60) days that check has not been cashed, we will stop payment on it and transfer funds to an "unclaimed funds" account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

(G) Stop Payment Requests: Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. Payments made electronically may not be stopped once they begin processing. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you as a Sender desire to stop any payment that has already been processed, you must contact customer care for the Service. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule. (H) Mobile Phone Users: Your phone service provider is not the provider of the Service. Users of the Service may receive SMS (short message service) messages relating to their payment such as invitations to register and other notices that they may request. In an invitation to register via SMS text message, we will send you a verification code which you will need to enter to direct your payment to your designated bank account. You will receive SMS messages related to your transactions from time to time. Data and messaging charges from your telecommunications provider may apply, and you are responsible for such charges. In the event your enrolled mobile or cellular device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of such devices. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you may send a text message with the word "HELP" to this number: 699274. To stop receiving text messages on your mobile phone, text "STOP" to this number: 699274.

(I) Taxes: It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, remitting, and any taxes arising from any transaction.

(J) Service Fees and Additional Charges: Applicable fees will be disclosed in the user interface for the Service. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use based. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fee associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

(K) Refused Payments: We reserve the right to refuse to pay any Receiver. We will notify the Sender promptly if it decides to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

(L) Intellectual Property: "ZashPay" is a trademark of Fiserv, Inc. All other marks and logos related to the Service are either trademarks or registered trademarks us or our licensors. In addition, all ZashPay page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

(M) Links and Frames Links: to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on

the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not “frame” material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

(N) Remedies for Breach: If we have reason to believe that you have engaged in any of the prohibited activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site, and/or use of the Service for any reason and at any time.

(O) Disputes: In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between us and you, which supersedes any proposal or prior agreement, oral or written, and any other communications between us and you relating to the subject matter of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of this Agreement will prevail.

(P) Arbitration: For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services (“JAMS”), the American Arbitration Association (“AAA”), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and the judgment there may be entered in any court of competent jurisdiction. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration.