

# MOBILE BANKING SERVICES END USER AGREEMENT

This Mobile Banking Services End User Agreement ("Agreement") governs your use of the Mobile Banking Services (defined below) provided to you by TruStar Federal Credit Union ("TruStar").

## TERMS AND CONDITIONS – GENERAL

1. For purposes of this Agreement, Mobile Banking Services means collectively all of the financial services that TruStar makes available, and to which you have access, using a wireless device such as a cell phone, smartphone, personal digital assistant or tablet computer (each a "wireless device") and includes, by way of example and not limitation, mobile remote deposit capture, mobile web browser banking, and banking initiated by means of a downloadable application.
2. Your use of the Mobile Banking Services is subject to this Agreement and to the following, all of which are considered part of this Agreement:
  - the Terms and Conditions of Use for the TruStar website, [www.trustarfcu.com](http://www.trustarfcu.com) (the "website");
  - the terms or instructions appearing on the website and elsewhere when enrolling for, activating, accessing, or using the Mobile Banking Services;
  - TruStar's rules, procedures and policies, as amended from time to time, that apply to the Mobile Banking Services or any account you maintain with TruStar (each an "Account");
  - the provisions of TruStar's Online Access Agreement and Disclosure;
  - the then-current rules and regulations, if any, of any funds transfer system or payment system used in connection with any Account; and
  - state and federal laws and regulations, as applicable.

In addition, each Account will continue to be subject to any separate agreement applicable to such Account. If this Agreement conflicts with the separate agreement to which an Account is subject, then this Agreement will control and take precedence, unless this Agreement expressly states otherwise.

3. TruStar reserves the right to amend the terms and conditions of the Mobile Banking Services from time to time. TruStar may suspend or terminate your use of the Mobile Banking Services if TruStar believes you are in breach of these terms and conditions. Your service is also subject to termination if your wireless service terminates or lapses. TruStar may discontinue the Mobile Banking Services at any time.

## TERMS AND CONDITIONS – LICENSE AND USE OF THE DOWNLOADABLE APPLICATION

1. **Ownership.** You acknowledge and agree that a third party provider or licensor to TruStar ("Licensor") is the owner of all right, title and interest in and to the downloaded software used to access the Mobile Banking Services from TruStar and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or

versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

2. **License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
4. **Disclaimer of Warranty.** THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
5. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.
6. **U.S. Government Restricted Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

7. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Minnesota, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Minnesota and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.
8. **Content and Services.** Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

#### **TERMS AND CONDITIONS – MOBILE REMOTE DEPOSIT CAPTURE**

1. **Description** - The mobile remote deposit capture service ("Mobile Deposit") provides you the ability to access and make deposits to your designated eligible Accounts using the Software. Mobile Deposit is designed to take advantage of The Check Clearing for the 21st Century Act and its regulations (collectively "Check 21"). Mobile Deposit enables you to use a compatible wireless device to photograph an image of an original paper check (each an "Original Check") that are drawn on or payable through United States financial institutions (each a "Check Image") and to electronically submit the Check Image and associated deposit information to TruStar from your home or other remote locations using the Software for deposit into a designated eligible Account for collection thereafter by TruStar. A Check Image submitted to TruStar electronically for deposit is not deemed received until TruStar accepts and confirms receipt of your Check Image deposit.
2. **Requirements** - Your use of Mobile Deposit is subject to the following requirements:
  - To access Mobile Deposit you must have or acquire and maintain a compatible handheld device with the ability to take photographs and a wireless plan from a compatible wireless carrier or access to a secure Wi-Fi network.
  - TruStar will automatically qualify and approve you to use Mobile Deposit based on pre-established account eligibility criteria set from time to time by TruStar. TruStar reserves the right to change eligibility criteria for Mobile Deposit at any time.
  - You may photograph and submit Check Images for deposit to TruStar within the dollar limits ("Deposit Limits") established for you by TruStar. TruStar reserves the right to limit the frequency and dollar amount of deposits submitted through Mobile Deposit. If you exceed the Deposit Limits established for you, TruStar may in its sole discretion accept or refuse the Check Image deposit. If at any time TruStar accepts a Check Image deposit that exceeds your Deposit Limits, TruStar will have no obligation to do so in the future. TruStar may at any time at its sole discretion raise or lower your Deposit Limits.

- By accessing Mobile Deposit, you authorize TruStar to provide you with access to all of the eligible Accounts qualified to participate in Mobile Deposit. The following Account types are currently eligible for Mobile Deposit: checking, savings, and money market Accounts. TruStar reserves the right to limit the features of Mobile Deposit available with respect to different types of eligible Accounts.
3. **Deposit Processing** - Photographing and submitting Check Image deposits does not constitute receipt of the deposit by TruStar. Generally, Check Image deposits received prior to 4:00 p.m. Central Standard Time (CST) are processed on the Business Day of receipt. For purposes of this Agreement, Business Day means any day other than Saturdays, Sundays, and holidays when TruStar is closed to the public. Any Check Image deposit received after 4:00 p.m. CST on a Business Day or on a day other than a Business Day will be processed on TruStar's next Business Day. Acknowledgment that your Check Image deposit has been received by TruStar does not mean that the Check Image deposit was received error free.
  4. **Confirmation of Receipt or Rejection** - TruStar will send you an email to confirm receipt of your Check Image deposit. TruStar will send a notice to you if your Check Image deposit is rejected in whole or in part. You may verify receipt and the amount of your Check Image deposit credited to your account by reviewing your statement online or by calling a Member Service Representative at (800) 887-0220.
  5. **Eligibility Criteria** - You agree that you will use Mobile Deposit to photograph only Original Checks payable to and properly endorsed by you, drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. Dollars, and intended for deposit by you to your designated Account with TruStar. All other items may be deposited by alternate methods such as in person or by mail including a completed account deposit slip.
  6. **Ineligible Check Images** - You understand that TruStar is not obligated to accept for deposit any Check Image that TruStar in its sole discretion determines to be ineligible for Mobile Deposit. Ineligible items include:
    - Checks Images payable to any person or entity other than you.
    - Checks Images containing obvious alteration to any of the fields on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
    - Check Images of items drawn on banks located outside the United States;
    - Check Images not payable in United States Currency.
    - Check Images dated more than 6 months prior to the date of deposit.
    - Checks exceeding \$2,500.
    - Check Images that previously converted to Substitute Checks (as defined by Check 21)
    - Check Images with unreadable magnetic ink character recognition ("MICR") information.

You acknowledge and agree that even if TruStar does not identify a Check Image as ineligible, the Check Image may be returned to TruStar because, among other reasons, the Check Image or any Substitute Check created from the Check Image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. TruStar's failure to identify a Check Image you transmit to TruStar as ineligible shall not preclude or limit your obligations.

7. **Endorsement and Procedures** – You agree to restrictively endorse any item captured through Mobile Deposit as “For mobile deposit only” followed by your signature, or as otherwise instructed by TruStar.
8. **Destruction of Check Images** - You shall fully destroy each Original Check in your Check Image deposit thirty (30) days following receipt and crediting of your Check Image deposit or as TruStar may otherwise instruct. Prior to destruction you shall maintain each Original Check in a secure location. You understand each Original Check must be fully destroyed following any retention period and that a paper shredder is one such method to assure destruction. You are responsible if an Original Check is misused following submission by Mobile Deposit and its full destruction.
9. **Representations and Warranties** - You make the following representations and warranties.
  - You shall not alter any Original Check or Check Image and shall review the Check Image to ensure that it accurately represents all of the information on the front and the back of the Original Check at the time you photographed the Check Image.
  - You shall submit to TruStar only Check Images that are suitable for processing, including, but not limited to, Check Images that are legible and contain machine-readable MICR data.
  - You shall destroy the Original Checks as stated above.
  - You shall not submit to TruStar or to any other person or entity for deposit or credit any Original Check if a Check Image of the Original Check has already been submitted and accepted for deposit into your Account with TruStar or which you previously submitted to and was accepted by any other person or entity for deposit.
  - You shall not deposit into your Account with TruStar or any other deposit taking institution, or otherwise negotiate or transfer to anyone, any Original Check that you submitted as a Check Image deposit to TruStar, unless following receipt of your submission, TruStar notifies you that the Check Image is ineligible and not accepted for deposit or that the Check Image or any Substitute Check created from the Image is refused by the financial institution upon which it is drawn.
  - You shall indemnify, defend, and hold TruStar and its agents from and against all liability, damage and loss arising from any claims, suits, or demands, brought by third parties with respect to any Check Image, Substitute Check, or Original Check processed through Mobile Deposit as described above.
  - You shall use Mobile Deposit only for your own personal or home office use in accordance with the terms of this Agreement. You shall not make Mobile Deposit available or transfer your rights to use Mobile Deposit for the benefit of any third party.
10. **Acknowledgment; Limitation of Liability** - TruStar will acknowledge receipt of your Check Image deposit submitted through Mobile Deposit and notify you if a Check Image is not eligible for deposit. TruStar's ability to provide Mobile Deposit is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and TruStar's response. TruStar shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of Mobile Deposit, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within TruStar's control.

11. **Business Accounts** - The following provisions are applicable to Business Accounts. "Business Accounts" mean sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organization that are not "consumer" accounts and are not maintained primarily for personal, family, or household purposes.

- For Business Accounts using Mobile Deposit, TruStar is not responsible for any loss, injury or damage, whether direct, indirect, special, consequential, exemplary, economic or otherwise, caused by Mobile Deposit or the use of Mobile Deposit except as otherwise expressly provided for in this Agreement or by applicable law. By using Mobile Deposit to access your Business Accounts, you are responsible for any unauthorized use of Mobile Deposit and any loss or damages incurred due to the unauthorized access to your Business Accounts.
- If your deposit activity through Mobile Deposit exceeds your Deposit Limits, TruStar reserves the right to disable your access to Mobile Deposit Capture service and provide you with information on other business banking electronic deposit options that may be available to you.
- If any person authorized access through Mobile Deposit to conduct transactions on any Business Account is no longer authorized, it is your responsibility to notify TruStar. TruStar shall not be liable or responsible to you for any transactions conducted on a Business Account by any person whose authority to conduct transactions is no longer in effect until TruStar is expressly notified.

12. **Funds Availability** - This disclosure describes your ability to withdraw funds at TruStar Federal Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

12 a. **GENERAL POLICY** — Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

12 b. **RESERVATION OF RIGHT TO HOLD** — In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

12 c. **HOLDS ON OTHER FUNDS** — If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

12 d. **LONGER DELAYS MAY APPLY** — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 on any one (1) day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

12 e. **SPECIAL RULES FOR NEW ACCOUNTS** — If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

12 f. **DEPOSITS AT NONPROPRIETARY ATMS** — Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

12 g. **FOREIGN CHECKS** — Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

13. **Fees and Charges** - All fees and charges related to any Account you access with Mobile Deposit as stated in the applicable Fee Schedule for the Account will remain in effect when using Mobile Deposit. The monthly fees and charges, if any, for the use of Mobile Deposit are found in the applicable Fee Schedule.
14. **DISCLAIMER OF WARRANTIES** - YOU AGREE YOUR USE OF MOBILE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TRUSTAR DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TRUSTAR MAKES NO WARRANTY THAT MOBILE DEPOSIT (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THAT THE RESULTS OBTAINED FROM MOBILE DEPOSIT WILL BE ACCURATE OR RELIABLE, AND (iv) THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. IN NO EVENT WILL TRUSTAR BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGE ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE MOBILE DEPOSIT OR FOR ANY LOSS OF DATA, EVEN IF TRUSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
15. **Consent to Electronic Communications** - You agree that TruStar may provide you with all disclosures, notices, and other communications about Mobile Deposit, and any future amendments or changes or additions to this Agreement, in electronic form. TruStar will provide all future updates to this Agreement by posting the updated Agreement on the Website. At your request, TruStar agrees to provide you with a paper copy of this Agreement. You may request paper copies of this Agreement by calling a Member Service Representative at (800) 887-0220. Your consent to receive notices and updates in electronic form only will apply for as long as you use Mobile Deposit. You may withdraw your consent at any time by choosing to cancel Mobile Deposit. TruStar may amend or change the terms and conditions stated in this Agreement (including changes in the fees and charges hereunder) by giving notice to you at least the minimum notice required by law or regulation before the effective date of the amendment or change. Amendments may include adding new terms or conditions and deleting existing terms and conditions. Prior notice need not be given where an immediate change in terms or conditions is necessary to maintain or restore the security of the Mobile Deposit or the safety of TruStar's relationship with you or is otherwise required immediately by law or applicable regulation. TruStar shall thereafter promptly advise you of any such change in writing.