

Mobile Deposit Capture Disclosure & Agreement

In this Disclosure and Agreement, the words “we”, “us”, and “our” mean TruMark Financial® Credit Union (“TruMark Financial”) as appropriate and our successor or assigns. When we use the words, “member,” “you,” or “your” we mean each person who uses any of the Mobile Deposit Capture Services (the “Services”) described in this disclosure and agreement, or has a membership or another relationship with TruMark Financial, and any person authorized to use such access.

Your application for use of the Mobile Deposit Capture Services (the “Service”), your notification of approval of the application, and the Deposit Account Agreement are hereby incorporated into and made a part of this disclosure and agreement. In the event of a discrepancy or contradiction in terms between this disclosure and agreement, your application, or your approval, this disclosure and agreement will control.

Use of the Services

Following receipt of notification approving your use of the services, you are authorized by us to remotely deposit paper checks received to your account with us (the “Account”) by electronically transmitting a digital image of the paper check(s) to your account for deposit. You will be required to transmit both the front and back of the check. Your use of the service constitutes your acceptance of the terms and conditions of this disclosure and agreement. You agree to comply with the any mobile device hardware and software requirements set forth by us. Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that receipt of an image does not occur until after notification of receipt of the image. You understand, in the event notification confirming receipt of an image, such notification does not mean the image contains no errors or we are responsible for any information transmitted to us. We are not liable for any image we do not receive. Following receipt of the image, we may process the image by preparing a “substitute check” or clearing the item as an image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for mobile deposit into your account. You understand that any amount credited to your account for items deposited using the service is a provisional credit and agree to indemnify us against any loss suffered because of acceptance of the remotely deposited check.

In addition you agree that you will not:

- a) Modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or service,
- b) Copy or reproduce all or any part of the technology or service; or
- c) Interfere, or attempt to interfere, with the technology or service

Equipment

To use the service, you must have a supported mobile device (e.g., smartphone, iPad etc.) with a supported camera and a supported operating system. It must have a data plan for your mobile device, and you need to download the “App” to your mobile device (collectively, the “Mobile Device”). We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the service. You are responsible for the security of your device, the costs of using your device, including the purchase of your mobile devices, internet services, and security.

Guarantee Specific to Deposits Received for Credit to a Consumer or Business Account:

Your use of the service for the purpose of depositing to a consumer or business account constitutes the understanding and agreement that you are personally liable for any expenses TruMark Financial incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by you and/or by your business. This includes, but is not limited to, recovery of the amount credited in the event of non-payment, collection costs, and attorney's fees as applicable; as well as any and all costs associated with TruMark Financial enforcing this guarantee. This guarantee shall benefit TruMark Financial and its successors.

Compliance with Law, Rules, and Regulations

You agree to comply with all existing and future operating procedures used by TruMark Financial for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks, drafts, and ACH transactions, including, but not limited to, all rules and procedural guidelines established by the Federal Trade Commission (FTC), the Board of Governors of the Federal Reserve, and any other clearinghouse and/or other organization in which TruMark Financial is a member or to which rules TruMark Financial has agreed to be bound. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this agreement and the rules, the rules will control. You also agree that you will not engage in any activity directly or indirectly related to the use of the product or service that is illegal or fraudulent.

Check Requirements

Any image of a check which is transmitted must accurately and legibly provide all the information on the front and back of the check at the time presented by the drawer. Prior to capturing the original check, the check MUST be endorsed on the back of the original check. The endorsement will include your signature, account number and the following information:

The words "For Mobile Deposit Only"

If the words "For Mobile Deposit Only" do not appear on the back of the check, we reserve the right to reject that item.

The captured image of the check transmitted must accurately and legibly provide, among other things, the following information:

1. The information identifying the drawer and the paying bank preprinted on the check, including complete and accurate MICR information and the signature(s); and
2. Information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

The image quality for the check will meet the standards for image quality established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. TruMark Financial reserves the right to reject any check image that is not clear, is skewed, or is suspicious in any manner. Whereas upon transmitting the check you agree not to allow the item to be deposited or presented for payment more than once, to the extent that it could result in payment of the check more than one time. You will also not allow the transmission of an imaged item which has already been presented to us, or to any other financial institution, by any other means. You will not allow transmission of an image of an item that has already been transmitted through the service.

Rejection of Deposit

We are not liable for any service or late charges levied against us due to the rejection of any item. In all cases, you are responsible for any loss or overdraft, plus any applicable fees to your account due to an item being returned.

Items Returned Unpaid

A notice will be sent to you of transactions unable to be processed due to returned items. With respect to any item that is transmitted for mobile deposit that we credited to your account, in the event such items being dishonored, you authorize us to debit the amount of such items from your account. Check images which are returned for image quality adjustments will have to be submitted in paper to TruMark Financial and upon receipt of such notice, to be physically reprocessed; they may not be re-scanned.

Email Address

You agree to notify us immediately if you change your email address or mobile phone number, as this is the email address and phone number where we will send you notification of modification or rejection of mobile deposit items.

Unavailability of Services

You understand and agree at times service may be temporarily unavailable due to system maintenance or technical difficulties, including those of an Internet service provider and/or Internet software issue. In the event the service is unavailable, you can deposit the original check(s) at any branch, ATM, or by mailing the original check(s) to us at:
TruMark Financial Credit Union Attn: Mobile Deposit 335 Commerce Drive P.O. Box 8127 Fort Washington, PA 19034

It is your sole responsibility to verify the items deposited and that they have been received and accepted for deposit by us. However, we will send notification of any items rejected by the next business day. You understand our preferred method for this notification will be short message service (SMS or text message). In addition, you understand we may add, delete, or change the feature(s) or functionality of the service, at any time, at our discretion.

Funds Availability

The service is available 24 hours a day, 7 days a week. You understand and agree, for purposes of deposits made using the mobile deposit service, the place of deposit is Fort Washington, Pennsylvania. With regard to the availability of deposits made using the services, our general policy is to make funds available after we receive and accept the deposit, usually the same day (1st business day); however, in some cases, we may delay the ability to withdraw funds beyond the first (1st) business day. All checks must be endorsed with proper endorsement (as described above), including the words "For Mobile Deposit Only" to be accepted by TruMark Financial. The funds will generally be available by the second (2nd) business day after the day of deposit. However, the first \$200 of the deposit will be available on the first (1st) business day. Additional delays may occur on a case-by-case basis. For determining the availability of your deposits, every day is considered a business day except Saturdays, Sundays, and Federal Holidays. For further information on fund availability, please see our Funds Availability Disclosure.

Internal Controls and Audit

You understand and agree to adhere to the internal controls as described in this agreement and further detailed within this section. Furthermore you agree to comply with the audit requirements prescribed by TruMark Financial within this agreement.

Accountholder's Warranties

You make the following warranties and representations with respect to each image of an original check transmitted utilizing the service as follows:

1. 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.
2. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
3. 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.
4. 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.
5. You have instituted procedures to ensure each original check is authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
6. You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
7. The information provided in the application remains true and correct and, in the event any such information changes, you will immediately notify us of the change.
8. You have not knowingly failed to communicate any material information to TruMark Financial and will provide us all reasonable assistance with any questions related to your deposits.
9. You have possession of each original check deposited using the service and no party will submit the original check for payment.
10. Files and images transmitted will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.
11. You are not engaged in, or affiliated with, any businesses, products or methods of selling other than those disclosed to TruMark Financial; and you are not in the business of cashing checks.

Limitations on Frequency and Dollar Amount

You understand and agree that we cannot exceed the limitations on frequency and dollar amounts of mobile deposits that are set forth.

The limitations are subject to change by us. We may establish limits on the dollar amount, items, and/or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposits will still be subject to the terms of this agreement and we will not be obligated to allow such deposits at other times. Different limits may apply to small business entities. Changes to the limitations will be subject to the "**Change in Terms**" clause defined within this disclosure and agreement.

Unacceptable Deposits

You understand and agree we are not permitted to deposit the following items using the services:

1. Any item that is stamped with a "non-negotiable" watermark
2. Any item that contains evidence of alteration to the information on the check
3. Any item issued by a financial institution in a foreign country

4. Any item that is incomplete
5. Any item that is "stale dated" or "postdated"
6. Savings Bonds
7. Any item endorsed for deposit to another account or financial institution
8. Any item that has already been deposited or a "duplicate item"

Storage of Original Checks

You must securely store each original check. If you use the service to deposit items into an account to which you are a party, you understand this means the original check(s) you deposit using the service. 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 assure 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).

Accountholder's Indemnification Obligation

You indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from the use of this service and/or breach of this disclosure and agreement. You understand and agree this requirement shall survive the termination of this agreement.

Securing Images on Mobile Devices

When using mobile capture, you understand check images captured using your mobile device are stored on the device only until the associated deposit has been successfully submitted. You also agree to promptly complete each deposit. In the event you are unable to promptly complete a deposit, you agree to ensure your mobile device remains securely in your possession until the deposit has been completed or to delete the associated images from the application.

In Case of Errors

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 as set forth below:

By Telephone: 1-877-TRUMARK (878-6275) or via email to: mobiledeposit@trumark.org

Limitations of Liability

- a) ANY PROVISION IN THIS AGREEMENT, ANY OTHER AGREEMENT OR THE RULES TO THE CONTRARY NOTWITHSTANDING, TRUMARK FINANCIAL SHALL ONLY BE LIABLE FOR DAMAGES SOLELY AND APPROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND TRUMARK FINANCIAL'S LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF
- b) OUR ACTUAL DAMAGES OR
- c) THE TOTAL FEES PAID BY YOU TO TRUMARK FINANCIAL FOR SERVICE.
- d) IN NO EVENT SHALL TRUMARK FINANCIAL OR ANY PROVIDER BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, LOSSES OR INJURIES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER) ARISING OUT OF, OR RELATED TO, THE USE BY YOU OF THE SERVICE, OR BY ANY SERVICE, OR THE FAILURE OF TRUMARK FINANCIAL OR ANY PROVIDER TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS THEREUNDER; EVEN IF TRUMARK FINANCIAL OR SUCH PROVIDER(S)

HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES.

- e) YOU ACKNOWLEDGE AND AGREE YOUR USE OF SERVICE SHALL BE AT YOUR SOLE RISK, AND SERVICE IS PROVIDED BY TRUMARK FINANCIAL ON AN "AS IS" BASIS.
- f) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TRUMARK FINANCIAL MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, TO YOU OR TO ANY OTHER PERSON, AS TO SERVICE OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY, AND TRUMARK FINANCIAL HEREBY DISCLAIMS ANY AND ALL OF THE SAME. YOU AGREE NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY TRUMARK FINANCIAL EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR SERVICE TO BE PERFORMED PURSUANT HERETO.
- g) TO THE FULLEST EXTENT ALLOWED BY LAW, AND SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION DEALING WITH TRUMARK FINANCIAL'S LIABILITY FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TRUMARK FINANCIAL'S LIABILITY TO MEMBER(S) UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM TRUMARK FINANCIAL'S FAILURE TO EXERCISE ORDINARY CARE.
- h) TRUMARK FINANCIAL MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO YOU OR TO ANY OTHER PERSON AS TO ANY COMPUTER HARDWARE, SOFTWARE OR EQUIPMENT IN CONNECTION WITH SERVICE, INCLUDING, BUT NOT LIMITED TO, YOUR MOBILE DEVICE OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, OR AS TO THE SUITABILITY OR COMPATIBILITY OF TRUMARK FINANCIAL'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- i) TRUMARK FINANCIAL SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN, OR MALFUNCTIONS OF, YOUR MOBILE DEVICE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY TRUMARK FINANCIAL TO YOU IN CONNECTION WITH THIS AGREEMENT; OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO TRUMARK FINANCIAL, FROM TRUMARK FINANCIAL TO YOU, FROM YOU TO ANY PROCESSOR, FROM ANY PROCESSOR TO TRUMARK FINANCIAL, OR OTHERWISE. TRUMARK FINANCIAL SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR MOBILE DEVICE HARDWARE OR SOFTWARE.

Change in Terms

We may change the terms, conditions, and charges for the service indicated in this disclosure and agreement by notifying you of such change and may amend, modify, add to, or delete from this disclosure and agreement from time to time. The use of the services after receipt of notification of any change constitutes acceptance of the change.

Termination of the Services

You may, by written request, terminate the service provided for in this disclosure and agreement. At our sole discretion, we may revoke your privilege of the service at any time. In the event of termination of the service, you will remain liable for all transactions performed on your account.

Relationship to Other Disclosures

The information in this disclosure applies only to the service described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the account.

Governing Law

You understand and agree this disclosure and agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary.

Attorneys' Fees

In the event of any adversarial proceeding between the parties concerning this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled.

Periodic Statement

Any mobile deposits made through the services will be reflected on your monthly account statement. You understand and agree that you are required to notify us of any error relating to images transmitted using the service within 60 days for consumer accounts and within 10 days for business accounts after receipt of your monthly periodic statement which includes any alleged erroneous transaction(s). You are responsible for any errors you fail to bring to our attention within such time period.

Confidentiality

You acknowledge and agree that confidential data relating to service, marketing, strategies, business operations, and business systems (collectively, "Confidential Information") may come into your possession in connection with this disclosure and agreement. You also understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our confidential information.

Waiver

The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Relationship

This disclosure and agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No official, employee, agent, or independent contractor of either party shall at any time be deemed to be an employee, agent, or contractor of the other party for any purpose whatsoever.

Fees

You will pay any fees related to the service as they are listed in the Service Fee Disclosure for the service. You understand TruMark Financial does not currently charge a fee for this service.

You also understand we may, at any time, add, increase, alter, or otherwise charge or change a fee and other amounts for the service any time or from time to time.

Short Message Service (SMS or Text Messages)

You acknowledge TruMark Financial and our service providers are not responsible for the security and/or confidentiality of transaction information sent to or stored on your mobile telephone, sent to your email address, or stored on your computer. You authorize us and our service providers to deliver information, such as a short message service (also known as SMS or text message), or email messages regarding mobile transactions to mobile telephone or internet service providers in order to facilitate the mobile service to you. TruMark Financial and our service providers are not responsible for any errors or delays caused by the use of SMS or email messaging, caused by your mobile telephone, the Internet service provider, or any other third party.

In addition, you acknowledge while we do not charge for SMS/text messages, your mobile carrier's standard text messaging rates will still apply. This means, depending on your particular contract with your mobile carrier, you may be charged per text message, or if you go over the text message limit set by your carrier, you could be charged.

You acknowledge access, to and use of, the mobile deposit system is subject to the terms and conditions set forth in this disclosure. The use of the mobile deposit system signifies your acceptance of these terms and conditions. If you do not agree to these terms, you should not access or use the system and notify us immediately to withdrawal from access.