

Electronic Services Agreement

TwinStar Credit Union

effective: 03.03.2025

1. Online Banking.

a. Service Terms. If we approve your application for Online Banking service to your accounts, a PIN will be assigned to or selected by you.

Online banking is accessible seven (7) days a week, twenty-four (24) hours a day via the Internet. There may be times you are unable to process transactions if our database is offline. There is no limit to the number of transactions you may make in any one (1) day. There are certain limitations on transfers from savings or checking accounts. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may refuse to honor any transaction for which you do not have sufficient available funds. Account balance and transaction history information may not show all activity involving your accounts.

You may use the Online, Phone or Voice Banking services to:

- Transfer funds between your checking, savings, or loan accounts.
- Transfer funds to accounts of other members.
- Obtain balances for any of your accounts.
- Request withdrawals sent through the mail.
- Communicate with the Credit Union using online banking messaging.
- Establish and pay bills through the Bill Pay services.
- Access funds from a line of credit account to your savings or checking account.
- Review account balance, transaction history, and tax information for any of your deposit accounts, and current rate information.
- Manage contact information, password, and other login credentials, and choose your paper statement status.

b. Online Banking Alerts Service. With Online Banking Alerts, you can ask the Credit Union to send you automated emails or text messages about your account. Each Alert becomes effective after you set up and activate it in the Alerts menu within Online Banking or our Mobile App. You can manage the Alert types and you can suspend, stop, or edit any Alert at any time.

We reserve the right to change the types of Alerts available or terminate Alert service at any time. You must be aware that Alerts are not encrypted so anyone with access to your email or text messages will be able to view your Alerts and their contents. Depending upon which Alerts you select, they may include information such as your account balance, payment due date, or other account-related information.

Alert information may be subject to time lags and/or delays. The Credit Union does not guarantee the delivery, timeliness, nor accuracy of any Alert, whether within or outside the Credit Union's control. In requesting Alerts, you agree that we will not be liable for:

- Any delays, delivery failures, or misdirected Alert delivery;
- Any errors in Alert contents; or
- Any actions you or anyone else may take or not take in reliance on an Alert.

Alerts are sent to the email address or phone number you specify. If you change your email address or phone number, you are responsible for informing us of the change and editing your Alerts.

2. Bill Payer Service. When you apply for Bill Payer service you must designate your Checking Account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants,

institutions or individuals that you would like to pay. We reserve the right to not allow the designation of a particular merchant or institution. You or any persons who you have authorized to use your Online Banking or Bill Payer service or any access code can perform the transactions described below.

a. Bill Payments. Pay any designated merchant, institution or individual in accordance with this

agreement a fixed recurring amount or a variable amount "on demand," from your designated Checking Account.

b. Obtain Information. Obtain information (payee information, payment status information, etc.) about your bill payment account status.

c. Bill Payment Transactions You authorized us to process bill payments from your designated account. You may use the Bill Payer service to initiate three different types of payment transactions:

- "On demand" payments are payments that are not reoccurring. The payments can be canceled or changed through the bill payment service up until 12PM ET before your Scheduled Debit Date.
- "Future" payments are payments that you initiate by setting the payment amount and due date. The payment can be canceled or changed through Bill Payer service before the Scheduled Payment Date.
- "Recurring" payments are payments that are reoccurring on a fixed due date and fixed amount. You have an option in the bill payment system to set Automatic Payments to continue indefinitely or set a maturity date. The payment can be canceled or changed through the Bill Payer service before the Scheduled Payment Date.

d. Authorized Payments When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from your checking account or any other account you designate. We will process bill payment transfer requests only to those payees the Credit Union has designated in its User Instructions and such payees as you authorize and for whom the Credit Union has the proper payee code number. The Credit Union will not process any bill payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

e. Bill Pay Limitations. You may authorize new payment instructions or edit previously authorized payment instructions for payments that are either variable (e.g., payments on merchant accounts that vary in amount) or fixed (e.g., fixed mortgage payments). When you transmit a payment instruction to us, you authorize us to transfer funds from your checking account to fulfill the payment transaction. The Credit Union will not process any payment transaction if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to cover the payment transaction, we may refuse to make the payment and/or transfer funds from any overdraft protection account you have established, or overdraw your account and charge an overdraft fee as set forth in the Business Account Fee Schedule. The Credit Union reserves the right to refuse to process payment transactions that reasonably appear to the Credit Union to be fraudulent or erroneous. The Credit Union will attempt to withdraw the designated funds from your account for the payment on the same date you schedule the payment for and process your payment transaction within one (1) business day. It is your responsibility to schedule your payments in such a manner that your obligations will be paid on time. You should schedule your payment transaction for a date that is at least five (5) business days before the bill is due. You are responsible for any late fees or finance charges that may be imposed as a result of your failure to schedule a timely bill payment transaction.

3. Mobile Banking Service.

a. Mobile Banking Services. Mobile Banking is a personal financial information management service that allows you to access account information, make payments to individuals and merchants who have previously been set up through our Online Banking and Bill Payer services and make such other financial transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices (including phones, "Wireless Devices"). We reserve the right to modify the scope of the Mobile Banking services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The most up-to-date list of services which you may be able to access through Mobile Banking is posted on the Mobile Access enrollment website at www.twinstarcu.com. When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through Online Banking will be accessible through the Mobile Banking service.

b. Use of Services. Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the online instructions posted on our website. You also accept responsibility for making

sure that you know how to properly use your wireless device and the Mobile Banking software ("Software") required to use the Service. The Software is provided by a service provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the software. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking service, the Software or your wireless device. You may experience technical or other difficulties related to the Mobile Banking service that may result in loss of data, personalization settings or other Mobile Access service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking service. We assume no responsibility for the operation, security, or functionality of any wireless device or mobile network which you utilize to access the Mobile Banking service. Financial information shown on the Mobile Banking service reflects the most recent account information available through the Mobile Banking service, you agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

c. Access to Accounts. By enrolling in the Mobile Banking service, you certify you are an owner of the accounts represented in your enrollment. You understand that all authorized signers and authorized users of your accounts or anyone with whom you share your Password or any access code will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the limitation on or revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

d. Relationship to Other Agreements. You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

e. Mobile Banking Service Limitations and Conditions. When you use the Mobile Banking service to access accounts, you agree to the following limitations and conditions:

i. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Banking service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

ii. Proprietary Rights. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with the Mobile Banking service.

iii. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Access to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (k) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

iv. No Commercial Use or Resale. You agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

v. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your improper use of the Mobile Banking software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

f. Additional Service Limitations. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Wireless device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

4. External Funds Transfer Service.

a. External Funds Transfers. Within the Online Banking service, you may separately enroll for the External Funds Transfer service for transferring funds between your linked personal deposit accounts at the Credit Union and certain deposit or card accounts at other financial institutions. The accounts at other financial institutions to or from which you request transfers are funds transfer accounts ("FT Accounts "). An "Inbound transfer" moves funds into your Credit Union account from an FT Account. An "Outbound transfer" moves funds from your Credit Union account to an FT Account. You will need to register each of your FT accounts that you wish to use for these transfers. You agree that you will only register accounts for which you have the authority to transfer funds.

i. Service Eligibility. You authorize us to verify your identity by obtaining information about your credit history from a consumer credit reporting agency to be used in accordance with the Fair Credit Reporting Act and other applicable laws. You agree to use the Service for legal purposes and not in violation of any laws, including but not limited to, laws and regulation designed to prevent Money Laundering. If any of your FT Accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both and use the account with this Service. If you do not give such consent, you should not use that account and we will terminate your use of Service if we are notified of such situation.

ii. Service Limitations. All FT Accounts must be with financial institutions in the United States. No International transactions are supported with the Service. Not all types of accounts are available for funds transfer service. For example, retirement, business or corporate accounts. Also you must check with your financial institution to verify their ability to participate in external funds transfer service. Also, there may be limitations related to each transaction such as total amount, number of transactions allowed, or total transaction amounts defined by your financial institution.

iii. FT Account Setup. To add an FT Account, you authorize us to access such FT Account as needed to provide this service. Upon adding an FT Account, you authorize us, if necessary, to make small deposits and/or withdrawals to the FT Account to confirm your control of the account. The withdrawal(s) amount(s) will never be greater than the deposit(s) amount. You agree to verify online the amounts of such deposits and/or withdrawals.

iv. ACH Transfers. Upon your request, we will make electronic transfers from your designated and active FT Accounts via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made with this Service constitute your written authorization for such transfers. You understand that your bank may limit the number of transactions that you authorize using your savings or money market account.

b. Transfer Limitations & Requirements.

i. Transfer Cut-Off. Funds will be debited the business day after you initiate the transfer, and will be credited on the fifth business day after you initiate the transfer. Any inbound transfer attempt returned due to insufficient or uncollected funds will be re-submitted once for collection upon receipt of the original return entry. The cut-off time for Standard Transfers is 12:00 p.m. Pacific Standard Time. Any standard transfer made after the cut-off time will be initiated the next business day.

ii. Transfer Limits. Transfer limits are defined at enrollment to the service. These daily and

monthly dollar limits apply to the total of all transfers for all accounts linked to the user profile. Any transfer initiated on a day that is not a business day counts toward the applicable limit for the next business day. A transfer remains In Process until fully processed and it will appear as "In Process" on your Transfer Funds tab within Online Banking. Standard transfers typically remain In Process until the close of the third business day after the transfer is initiated. We may change your transfer limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits without prior notice upon occurrence of a Disqualifying Event, including: (i) any of your Credit Union accounts are not current or are not in good standing, (ii) you have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Credit Union account during the current or three prior calendar months, or (iii) you have had any prior transfer to or from a non-Credit Union account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

iii. Modifying or Cancelling Transfers. Pending transfer instructions can be cancelled or modified until the status changes to "In Process". Transfer Instructions cannot be cancelled or modified after cut-off time on the transfer date. If you close any of your FT Accounts, you are responsible to remove it from the Service to avoid any transaction failure and charges related to a failed transaction. There may be additional fees to you for failed transactions.

iv. Status E-mail. We will periodically send messages to your primary e-mail address during the external funds transfer process. These messages will provide information pertaining to the trial deposit process, confirm account linkages, and contain status updates for transfers in progress. Primary e-mail address is defined in Online Banking and you are responsible for updating the address should it change. E-mail messages regarding the funds transfer process do not contain any non-public personal information and cannot be suppressed.

5. Wire Transfer Service. If the Online Banking Wire Transfer Service is requested and approved for you, the Credit Union will provide you the ability to instruct the Credit Union to send domestic funds transfers ("Wire Transfer"), through Online Banking ("Wire Transfer Services"), which create obligations from you to the Credit Union. You understand and acknowledge that execution of any Payment Order to the Credit Union is subject to the following terms and requirements.

a. Authorization Users. You will designate online the person(s) whom you have granted authority to transmit Wire Transfers via Online Banking ("Authorized Users"). The Credit Union may rely on your designation to transmit Wire Transfers via Online Banking. You understand that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your account or any transaction by an Authorized User that exceeds the specific transaction authority you have provided, are considered authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, passwords and other information to prevent unauthorized access to or use of your accounts or service.

b. Payment Orders. You may instruct the Credit Union to execute a Wire Transfer(s) on your behalf (each a "Payment Order") by submitting the Payment Order to the Credit Union in such form as the Credit Union requires, and by following the procedures established by the Credit Union for verifying the authenticity of Payment Orders ("Security Procedure").

c. Security Procedure. You agree to use the Credit Union's Security Procedure, as set forth in this Section, and as such Security Procedure may be amended as agreed upon by you and the Credit Union from time to time, for the purpose of verifying the authenticity of Payment Orders and communications amending or canceling Payment Orders. The Credit Union's Security Procedure consists of a combination of security devices, questions and protocols, which include Tokens, Passwords, Out of Band Authentication and Online Banking Wire Transfer Limits, which are described in more detail below. The Credit Union maintains commercially reasonable Security Procedures based primarily of its knowledge of the service users' circumstances and its knowledge of security procedures employed by similarly situated users and receiving banks. You and your Authorized Users and other agents shall maintain the highest possible level of confidentiality with regard to the Security Procedure, and will take all steps necessary to prevent access to them by unauthorized persons. You agree to notify us immediately following your discovery of any unauthorized use. Subject to the Credit Union's obligations under this Agreement, the Credit Union will have no liability in connection with, or resulting from, the execution of any wire transfer by the Credit Union that was verified pursuant to the Security Procedure, except to the extent applicable law prohibits the parties from varying the Credit Union's liability with respect to such wire transfers. You understand that the Security Procedure is not for the purpose of detecting errors in transmission or content of a Payment Order or a Wire Transfer.

d. Tokens or OOB. The Security Procedure utilizes two factor authentication secure token or OOB technology. To initiate Wire Transfers via Online Banking, a token may be required, or OOB may be required over a certain dollar limit, as agreed upon between you and the Credit Union. An Authorized User must be in physical possession of the token or registered phone for OOB to Initiate a Wire Transfer. You agree that it is your sole and absolute responsibility to secure and protect access to all tokens and phones used for two factor authentication.

e. Online Banking Wire Transfer Limits. Limits on the amount of Online Banking Wire Transfers will be established and agreed upon between you and the Credit Union. Online Banking Wire Origination Limits may be set on a master level and may be set by you at user level. You authorize the Credit Union to reject Payment Orders that exceed established Online Banking Wire Origination Limits.

f. Rejection of Wire Transfer Instructions. The Credit Union may, at its sole discretion, but without obligation or duty to do so except to the extent otherwise specifically provided in this Agreement, by a notice of rejection delivered orally, electronically or in writing, reject any Payment Order, including, without limitation, any Payment Order that the Credit Union believes (a) exceeds the collected and available funds on deposit in your designated Account(s); (b) exceeds any of the Online Banking Wire Transfer Limits; (c) is not authenticated to the Credit Union's satisfaction, or which the Credit Union otherwise believes may not be authorized by you; (d) contains incorrect, inconsistent, ambiguous, or missing information; (e) involves funds which are subject to a lien, security interest, claim hold, dispute, or legal process prohibiting withdrawal; (f) exceeds legal, regulatory, payment system or governmental policy limitation; (g) may have been issued without proper authorization; or (h) is incomplete. The Credit Union shall incur no liability to you for any losses incurred by the Credit Union's refusal, with or without notice to you, to honor any Payment Order.

g. Cancellation of Payment Orders. The Credit Union is not obligated (and is not liable for its failure) to cancel or amend a Payment Order after its receipt by the Credit Union. The Credit Union will, however, make reasonable efforts to comply with your request to cancel or amend a Payment Order. Any request for cancellation or amendment must be made in compliance with the Security Procedure. You will indemnify and hold the Credit Union harmless from any and all liabilities, costs and expenses the Credit Union may incur in canceling or amending, or in attempting to cancel or amend, a Payment Order.

h. Execution of Payment Orders. The Credit Union is authorized to execute Payment Orders, and to charge your Accounts for such Payment Orders, without inquiry as to the circumstances of issue or the disposition of the proceeds, even if drawn to the individual order of any of the Authorized Users or payable to others for the Authorized User's account. The Credit Union will use commercially reasonable efforts to execute Payment Orders on the Business Day of receipt if (a) the Credit Union received the Payment Order and is able to authenticate it before the Credit Union's cutoff time, and (b) the day the Payment Order is received is a funds transfer Business Day for the Credit Union. In any event, a transfer from an Account with the Credit Union can be processed on the same Business Day a Payment Order is received by the Credit Union only if the Credit Union accepts the Payment Order and you have received confirmation communicated through the System by 2:30 p.m. Pacific Time on that same Business Day that the Payment Order was successfully transmitted to the Credit Union via Online Banking. The Credit Union may change its cutoff times without prior notice to you. You shall complete all Payment Orders in the form and format designated by the Credit Union.

i. Transmission of Funds. The Credit Union may employ any reasonable means it chooses for the transmission of funds pursuant to a Payment Order. The Credit Union is not responsible for (i) performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, refusal or delay by another bank to accept the wire transfer, war, emergency conditions, fire, earthquake, or other circumstances not within the Credit Union's control; or (ii) for any other performance failure that is not a result of the Credit Union's breach of this Agreement.

j. Reliance on Identifying Numbers and Other Information. The Credit Union may rely, without incurring liability to you, on information (including names, amounts and account numbers) provided by you and/or your Authorized Users on the Authorization, in the Payment Order or otherwise when executing or otherwise processing a Payment Order, even if such information is incorrect. The Credit Union may, in such circumstances, charge your Account(s) and assess Customer with Obligations. Accordingly, you understand that when a Payment Order identifies by name and number a beneficiary financial institution, intermediary financial institution or beneficiary, the Credit Union and every receiving or beneficiary financial institution may rely on the identifying number to make payment, regardless of whether the number matches the named financial institution, person or account. You are responsible for immediately providing the Credit Union with updated Authorization forms reflecting any changes in authorization of your personnel.

k. Maintaining Available Funds. You will maintain a deposit account with available funds to cover any Wire Transfer. If funds are not available, or if the amount of the Payment Order exceeds the Online Banking Wire Transfer Limits at the time the Payment Order is submitted or at any time prior to initiation of the Wire Transfer, the Credit Union may elect not to initiate the Wire Transfer.

l. Limitations of Liability. THE CREDIT UNION'S LIABILITY FOR ONLINE BANKING WIRE TRANSFER SERVICES IS SOLELY AND EXCLUSIVELY LIMITED TO YOUR ACTUAL PECUNIARY LOSSES AND THE REMEDIES SET FORTH IN RCW CHAPTER 62A.4A (AS APPLICABLE), EXCEPT AS THE TERMS OF SUCH STATUTE ARE EXPRESSLY

VARIED BY THIS AGREEMENT. UNDER NO CIRCUMSTANCE WILL THE CREDIT UNION BE LIABLE FOR ANY SPECIAL, INCIDENTAL (EXCEPT AS MAY OTHERWISE BE SPECIFICALLY PROVIDED IN RCW 62A.4A.A.3050, AS APPLICABLE), INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OF ANY KIND, LOSS OF PRODUCTION, DOWNTIME COSTS OR CLAIMS AGAINST YOU BY OTHERS.

m. Access Entitlement Service. Upon enrollment, we will provide and you may use the Access Entitlement Service. The Entitlement Service allows you to designate and authorize specific individuals to have account information access and transaction authority on accounts you designate. ("Entitled Users"). Each Entitled Users will be authorized to access your accounts and to conduct transactions within the scope and transaction limits you establish, which authority shall continue until you revoke or revise such authority within the Entitlement Service. You may appoint Entitled Users for any consumer or business account, except restricted or special use accounts we designate including IRA, HAS and IDA accounts. You may not appoint Entitled Users or use the Entitlement Service for any fiduciary account. If you attempt such use, you are solely responsible for any account activity and you release and indemnify the Credit union from any account activity.

6. SMS Message Service. The Credit Union offers members mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's relationship as well as providing a mobile phone number. Members may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts to be delivered. This program will be ongoing. Message & Data rates may apply. Members will be allowed to opt out of this program at any time. Questions: You can contact us at (800)258-3115 or send a text message with the word "HELP" to this number: 226563.

7. Mobile Deposit Capture Service. The following terms and conditions govern the use of the Mobile Deposit Capture Services. You have entered into with the Credit Union governing your accounts are incorporated by reference and made a part of this Agreement. In case of any conflict between this Agreement and your other Credit Union agreements, specific provisions regarding Mobile Deposit Capture Services in this Agreement control over general provisions.

a. Services. The Credit Union's Mobile Deposit Capture Services are designed to allow you to make Eligible Item deposits to your Credit Union checking, savings, or money market savings accounts using an Eligible Device (as defined below) to transmit item images and deposit information to us. Once accepted, we will process your Eligible Items electronically or converted to Substitute Checks based on the information you provide. There is currently no charge for the Mobile Deposit Capture Services. We reserve the right to impose charges for this service in the future.

b. Definitions.

"Business Day" means any day of the week that is not a Saturday, Sunday, or Credit Union holiday.

"Member Agreement" means collectively the TwinStar Membership Agreement and any other account information provided to you by us from time to time.

"Deposit Account" means your Credit Union checking account, savings account, or money market savings account.

"Eligible Account" means any Credit Union deposit account that meets our eligibility criteria and has been enrolled in the Mobile Deposit Capture Services.

"Eligible Device" means a device with a camera or other functionality or feature capable of capturing and transmitting images, approved by us for the Mobile Deposit Capture Services.

"Eligible Item" means an original paper check that is payable to you, and is within the meaning of a "check" as defined in Federal Reserve Regulation CC and TwinStar's deposit guidelines. The following are **NOT** Eligible Items:

- Checks/items payable to others (even if endorsed over to you);
- Demand drafts or remotely created checks/items (checks lacking the original signature of the person authorizing the check);
- Substitute checks/items (paper checks/items created from an electronic image);
- Checks/items in which any fields on the front side contain obvious alteration(s), anything not authorized by the owner of the account on which the check/item is drawn, or any irregularity of any kind (for example, numerical and written amounts are different);
- Checks/items previously returned unpaid for any reason;
- Checks/items that are postdated or more than six (6) months old;
- Checks/items drawn on a foreign financial institution or payable in a foreign currency;

- Checks/items you suspect may be fraudulent or not properly authorized;
- Checks/items exceeding the Deposit Limits set forth below;
- Checks/items not acceptable under the terms of your Credit Union Membership Agreement

“Item” has the same meaning as that term is defined in Article 4 of the Uniform Commercial Code. Any check image transmitted through the Mobile Deposit Capture Services shall be deemed an “item” within that UCC definition.

“Substitute Check” means a paper check or item created from an electronic image in accordance with Federal Reserve Regulation CC.

c. Hardware and Software. To use the Mobile Deposit Capture Service, you must obtain and maintain an Eligible Device and all other hardware and software it requires, at your own expense. We assume no responsibility for defects, failures or incompatibility of any equipment used in connection with the Mobile Deposit Capture Service, whether or not it is an Eligible Device, or any third party software you may need to use the equipment or the Mobile Deposit Capture Services.

d. Hours of Operation; Processing Cut-off Hour. You can use the Mobile Deposit Capture Service 24 hours a day, seven days a week, except when they are unavailable due to maintenance or system outages.

e. Funds Availability Disclosure. Please refer to the Funds Availability Disclosure in the Membership Agreement Packet.

f. Image Quality. Each image transmitted to us using Mobile Deposit Capture Services must be legible. In addition, image quality must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve, and other regulatory agencies, clearing houses or associations, as applicable.

g. Endorsement Requirement. Prior to scanning any item through the Mobile Deposit Capture Services, you are to restrictively endorse the original item **“For Mobile Deposit Only, TwinStar Credit Union, account #_____”**, check the Mobile Deposit box, or as otherwise instructed by us.

h. Confirmation of Receipt of Images. You will receive an electronic confirmation of successful transmission of the image of your Eligible Item. An image shall be deemed received only when you receive a confirmation from us that we have received the image. However, please note: confirmation of receipt does not mean that the transmission was error free or complete.

i. Deposit Limits. The following deposit limits apply to your use of the Mobile Deposit Capture Services:

- \$5,000 per item
- \$5,000 per day
- \$25,000 per rolling 30 days
- 100 items per day

We reserve the right to refuse to accept or process any deposits exceeding these limits, to change limits, and to impose additional limits, from time to time in our sole discretion.

j. Presentment. The manner in which items are cleared, presented for payment, and collected shall be in the Credit Union’s sole discretion and in accordance with the TwinStar Membership Disclosure and Credit Union policies applicable to your accounts.

k. Storage and Destruction of Original Items. Once you receive confirmation that TwinStar has received your item image and successfully deposited the funds to your account, you may properly dispose of (for example shred) the item to avoid re-presentment.

l. Returned Items and Right of Chargeback. If any item you deposit through the Mobile Deposit Capture Services is dishonored or otherwise returned unpaid, we will return the item to you in the form of a Substitute Check and charge back your account for the amount of the item plus any applicable fees in accordance with your TwinStar Membership Agreement. A returned-item Substitute Check may be re-deposited only in person by taking it to a TwinStar branch. You may not redeposit the original item through the Mobile Deposit Capture Services.

m. Errors. You are to notify us right away of any suspected errors regarding items deposited through the Mobile Deposit Capture Services, in no event later than 60 days after the applicable TwinStar account statement is sent. Unless you notify us within 60 days, the account statement shall be deemed correct, and you are barred from bringing a claim against us for alleged errors regarding any Mobile Deposit Capture Services deposits shown on

the statement.

8. Your Responsibilities.

You agree, warrant and represent that you will:

- Ensure that all information you provide TwinStar is accurate and true.
- Use only Eligible Devices to access the Mobile Deposit Capture Services.
- Endorse all items for the Mobile Deposit Capture Services as instructed above.
- Follow all other instructions we provide you for capturing and transmitting item images and deposit information via the Mobile Deposit Capture Services.
- Use the Mobile Deposit Capture Services only for Eligible Items as defined above and that meet our image quality standards.
- Comply with the Agreement and all your Credit Union agreements, as well as all applicable rules, laws and regulations.
- Indemnify TwinStar against and hold us harmless from any loss arising from your breach of any part of this Agreement.

You agree that you will not:

- Transmit duplicate items, or transmit any individual item or its image more than once.
- Make deposits in excess of the Deposit Limits stated in this Agreement for the Mobile Deposit Capture Services.
- Re-deposit or re-present any item or image previously transmitted through the Mobile Deposit Capture Services.
- Transmit any checks, items or images that are not Eligible Items or related deposit information.

You agree that we will:

- Have the unrestricted right to reject, return, or refuse to process any item or image that is not an Eligible Item, without liability to you.

You agree that we will not:

- Have any obligation to process any non-Eligible Item even if we did so on a previous occasion.
- Be responsible for items we do not receive or for images dropped during transmission.
- Be responsible for any technical or other difficulties that you may experience when using the Mobile Deposit Capture Services, or any damages that might arise therefrom.
- Be responsible for unavailability of the Mobile Deposit Capture Services or any damages that might arise from unavailability.

a. Limitations, Changes, Suspension or Termination of Mobile Deposit Capture Services. We reserve the right to change, limit, suspend or discontinue the Mobile Deposit Capture Services or your use of the Mobile Deposit Capture Services, in whole or in part, at any time without notice. Your continued use of the Mobile Deposit Capture Services will constitute your acceptance of any changes to the Mobile Deposit Capture Services. We may immediately and without notice terminate, suspend or limit the Mobile Deposit Capture Services, or your use of the Mobile Deposit Capture Services, if in our sole judgment, we believe there has been a security breach affecting the Mobile Deposit Capture Services, there has been unauthorized activity involving any of your Deposit Accounts, you have engaged in activity that violates the terms of this Agreement, or any of your Deposit Accounts is in an overdraft or negative-balance state. If your use of the Mobile Deposit Capture Services is suspended, you may request re-enrollment in writing. Re-enrollment is normally considered no sooner than six months after the suspension date, and may be granted or declined in the Credit Union's sole discretion.

b. Disclaimer of Warranties. Please Note: Your use of the Mobile Deposit Capture Services and all information and content (including third party information and content) is strictly at your own risk and the Mobile Deposit Capture Services are provided on an "as is" and "as available" basis. We disclaim all warranties of any kind, express or implied, as to the Mobile Deposit Capture Services and their use, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Mobile Deposit Capture Services (i) will meet your requirements; (ii) will be uninterrupted, timely, secure or error free; (iii) will yield accurate or reliable results; or (iv) that any errors in the Mobile Deposit Capture Services or technology will be corrected.

c. Limitation of Liability. TwinStar will not be liable for damages of any kind, whether direct, indirect, incidental, special, consequential, exemplary or otherwise, including without limitation, damages for loss of profits, goodwill, use, data or other losses arising from or related to the use or inability to use the Mobile Deposit Capture Services, incurred by you or any third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if TwinStar has been informed of the possibility thereof.

d. Amendments. Unless otherwise required by law, TwinStar may amend this Agreement any time and from time to time, without notice to you, by posting the amended Agreement on the TwinStar website. If notice is given, it may be sent to you at your latest address on our files via US mail, statement message, or electronic message. You may be asked to agree to an amended or updated version of this Agreement by means specified in the notice. If you decline to agree, your use of the Mobile Deposit Capture Services may be limited, suspended or terminated.

e. Electronic Consent; Notices. Enrolling in the Mobile Deposit Capture Service requires you to consent to receive information and notices regarding this Agreement and the Mobile Deposit Capture Service via electronic means (for example, email or website). If you do not wish to consent to electronic notices about the Mobile Deposit Capture Services, you may decline to enroll in the Mobile Deposit Capture Service. Nevertheless, TwinStar reserves the right to provide you any notices regarding this Agreement or the Mobile Deposit Capture Service by non-electronic means (for example, statement notices or U.S. mail).