



TopLine Financial Credit Union Online/Mobile Banking Agreement and Disclosure

This Agreement governs the use of TopLine Financial Credit Union's Internet Banking Service, jointly referred to as the "Service," provided by TopLine Financial Credit Union, also referred to as TopLine. By using the Service to conduct transactions, you agree to the terms of this Agreement.

Definitions

As used in this Agreement, "account" and "accounts" mean the TopLine Financial Credit Union account in which you are either the owner or joint owner. "Loan account" and "loan accounts" mean any loan you have with the Financial Institution. "You," "your," and "yours" mean the person(s) using the Service. "We," "our," "us," and "Financial Institution" refer to the individual Financial Institution (TopLine Financial Credit Union) that holds your accounts.

Deposit and Credit Agreements

The terms and conditions in this Agreement shall have priority and take precedence over any existing terms and conditions in existing account and loan agreements you have with us in the event of a conflict. You should print and keep this notice for future reference. All unauthorized access is prohibited.

Required Equipment

In order to use the Internet Banking Service, you need a computer (in this Agreement, your computer and the related equipment are referred to together as your "Computer") with a web browser (either Netscape Navigator 4.0 or higher, Microsoft Internet Explorer 7.0 or higher), a member number, and Internet Banking PIN. The PIN is the confidential personal identification number you use to access your account(s) through Internet Banking.

As browsers are updated over time, older versions may not function effectively for TopLine Internet Services. It is your responsibility to upgrade your browser, when it becomes apparent it is needed, to ensure that you can continue to access Internet Banking. You should also understand that use of a current browser with vendor recommended security patches is considered a best security practice.

You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. TopLine Financial Credit Union is not responsible for any errors or failures from any malfunction of your Computer, the browser or the software. TopLine is also not responsible for any Computer virus or related problems that may be associated with the use of an online system.

The Service

To use Internet Banking, you must have at least one TopLine Financial Credit Union personal account and an Internet Banking PIN. Through Internet Banking, you will have access to any of your TopLine share accounts or loan accounts. TopLine reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances.

Description of Internet Banking

The Service allows you to perform some or all of the following functions from your Computer:

Online Account Access Functions and Limitations of Transfers

You may access your account via the Internet 24 hours a day by logging on to TopLine's website at www.TopLinecu.com. In most cases, TopLine' Internet Banking system is available 24 hours a day, seven days a week. Periodically, the Internet Banking site may be out of service for system maintenance.

You may use Internet Banking to (a) transfer funds between your TopLine accounts; (b) obtain TopLine account balances; (c) obtain history and transaction information on your TopLine accounts; (d) obtain TopLine loan account balance information; (e) make loan payments by transferring funds between checking and savings; (f) transfer funds to another TopLine member number; (g) print out an interim statement copy; (h) request a check be mailed to your home; and (i) change your PIN. These features are limited to the extent, and subject to the terms, noted below.

i. Your ability to transfer funds between certain accounts is limited by federal law and the Account Agreement and Disclosure. You should refer to the Account Agreement and Disclosure for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Internet Banking Service are counted against the permissible number of transfers described in the Account Agreement and Disclosure.

ii. There may be at least a one-business-day delay in transferring funds between your accounts. Except as provided in this Agreement, all Internet Banking transaction instructions received by 6:00 p.m. CST will be completed that business day. Any instruction received after 6:00 p.m. CST will be completed the next business day.

iii. Transactional information for your accounts will be available from Internet Banking for a minimum of three statement cycles from the date of inquiry.

iv. All transactions will affect your balances, etc. The maximum withdrawal and transfer amount is the current available balance.

Personal Identification Number and Security

Your Internet Banking personal identification number (PIN) is required to access TopLine's Internet Banking functions. You are also responsible for keeping your username and password confidential and for ensuring that you have logged out of the Service when your session is complete to prevent unauthorized persons from using the Service. You agree that you will be the only user of your username and password, that you will not transfer or disclose any of this information to any other person, and that you will be responsible for all usage of the Service and any fees associated with use of other services accessed through the Service on your account whether or not authorized by you. You agree not to give or make available your PIN to any unauthorized individual. If you believe your PIN has been lost or stolen, someone has attempted to use the Internet Banking Service without your consent, your deposit account(s) or loan account(s) have been accessed, or someone has transferred money without your permission, you must notify TopLine Financial Credit Union immediately at 626-1448, 763-391-9494 or stop in any location. TopLine does not maintain a record of your PIN. If you lose or forget your PIN, contact TopLine immediately so that you may select a new confidential PIN.

Consumer Liability for Unauthorized Transfer

The following paragraph only applies if your account is a consumer account. Your account is a consumer account if it used primarily for personal, family or household purposes.

Tell us AT ONCE if you believe your account information and/or PIN have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit and open-end credit). If you believe your account information and/or PIN has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your account information and/or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your account information and/or PIN, and we can prove we could have stopped someone from using your account/and or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time.

Errors and Questions

Telephone us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Your inquiry must include:

1. Your name and member number,
2. A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information,
3. The dollar amount of the suspected error, and
4. The date of occurrence.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days to TopLine Financial Credit Union, Attn: Member Services, 9353 Jefferson Highway, Maple Grove, MN 55369. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Minnesota Civil Actions

If the transaction is with a Minnesota financial institution, a member may bring civil actions against any person violating the consumer privacy and unauthorized withdrawal provisions of the Minnesota Electronic Funds Facilities Act and recover actual damages or \$500 whichever is greater and may also recover punitive damages, together with Court costs and reasonable attorney's fees incurred.

Data Recording

When you access Internet Banking to conduct transactions, the information you enter may be recorded. By using Internet Banking, you consent to such recording.

No Signature Required

When using Internet Banking to conduct transactions, you agree that the Financial Institution may debit your account to complete the transactions, or honor debits you have not signed.

Confidentiality and Disclosure of Account Information to Third Parties

We will not disclose any information to non-affiliated third parties about your account or transfers you make except:

1. When necessary for us to complete the transfers; or
2. To verify the existence and condition of your account for a third party, such as a merchant, credit bureau, renters credit reference or mortgage verification of deposit; or
3. To comply with a subpoena, search warrant or other government agency or court orders; or
4. In connection with a Regulatory examination by state and federal authorized examiners; or
5. If you give us written permission or
6. As permitted/required by law.

Charges

You will not be charged for the "view accounts", or "transfer funds" features of TopLine's Internet Banking.

NOTE: Your accounts and loan accounts are still subject to the fees, charges, balance requirements, etc. articulated in the Account Agreement and Disclosure and Loan Agreement.

Alterations and Amendments

The terms of this Agreement, applicable fees, and service charges may be altered or amended by TopLine Financial Credit Union from time to time. In such event, TopLine shall send notice to you as required by law. Any continuation of Internet Banking after TopLine sends you a notice of change will constitute your agreement to such change(s). Further, TopLine may, from time to time, revise or update the program, services, and/or related material(s) rendering such prior versions obsolete. Consequently, TopLine reserves the right to terminate this Agreement as to all such prior versions of the TopLine programs, services, and/or related material(s) and limit access to TopLine's more recent versions and updates.

Address Changes

You agree to promptly notify TopLine Financial Credit Union, of any address change by sending a notice, in writing to TopLine Financial Credit Union, Attn: Member Services, 9353 Jefferson Highway, Maple Grove, MN 55369.

Termination or Discontinuation

The use of Internet Banking does not require enrollment on your behalf; therefore, termination of Internet Banking by you is done by not accessing or using the Service. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement. TopLine is not liable for completing any authorized payments after you provide notice of termination or discontinuation.

Payee Limitation

We reserve the right to refuse any transaction which 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. TopLine is obligated to notify you promptly if it decides to refuse to complete your payment instruction. This notification is not required if you attempt to make payments which are prohibited under this Agreement. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access. There is no limit to the number of inquires you may make in any one day. Limitations on transfers and withdrawals may apply. Review the Account Agreement & Disclosure for each account type.

Disputes

In the event of a dispute regarding Internet Banking, you and TopLine agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and TopLine Financial Credit Union, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and TopLine relating to the subject matter of this Agreement. If there is a conflict between what one of TopLine employees says and the terms of this Agreement, the terms of this Agreement have final control.

Assignment

You may not assign this Agreement to any other party. TopLine may assign this Agreement to any present or future, directly or indirectly, affiliated company. TopLine may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

Indemnification

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable Eligible Account or Online Financial Service, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- any fraud, manipulation, or other breach of this Agreement or the Service;
- your violation of any law or rights of a third party; or
- the provision of the Service or use of the Service by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your Authorized Representative or your Delegate.

No Illegal Use of the Service

You agree not to use the Service to conduct any business or activity or solicit the performance of any activity which is prohibited by law or any contractual provision by which you are bound. You agree to comply with all applicable laws, rules and regulations in connection with the Service.

No Waiver

TopLine shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by TopLine. No delay or omission on the part of TopLine in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions and Headings

The captions and headings of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Governing Law

This Agreement shall be governed by the laws of the jurisdiction in which TopLine is located and laws of the jurisdiction in which the Online Banking provider is located and by applicable Federal and state laws and regulations.

Federal Disclosure

You agree to accept this disclosure online rather than a paper disclosure. We recommend you print the entire Agreement and Disclosure for your records. If you are unable to print this, please request a paper disclosure to be mailed to you.

Keep This Disclosure for Future Reference.

Contact us.

TopLine Financial Credit Union
9353 Jefferson Highway
Maple Grove, MN 55369
763-391-9494
800-626-1448
www.TopLinecu.com
Ask@TopLinecu.com