

# Membership Agreement Online Version



**TRUE NORTH**  
FEDERAL CREDIT UNION

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## INTRODUCTION TO TRUE NORTH FEDERAL CREDIT UNION

True North Federal Credit Union is a member owned and locally managed Credit Union that provides quality financial solutions for its Alaskan members. As a non-profit full-service cooperative financial institution, we are owned and directed by our members. Originally founded in 1948, True North is chartered, regulated and insured by the National Credit Union Administration, an agency of the federal government.

## IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING NEW ACCOUNTS

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. **What this means to you:** When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your unexpired driver's license or other credit union sanctioned identifying documents.

Member Applications are available at Credit Union office, through our website at [www.TrueNorthFCU.org](http://www.TrueNorthFCU.org) or by mail. You can bring your completed Member Application to any Credit Union office. Your Member Application may also be submitted by mail or fax. We will accept your completed Member Application by fax, and we will open your requested accounts and begin accepting deposits immediately. However, to protect both you and the Credit Union, unless your membership is established in person at a Credit Union office, we will not allow withdrawals from your accounts or make credit available to you until we receive the following items: (1) the original Member Application with the signatures of all persons authorized to conduct business on the account; (2) a notarized photocopy of a non-expired Credit Union sanctioned photo ID of all persons authorized to conduct business on the account showing signatures and current physical addresses. Although we will send mail to PO boxes or private mailbox addresses at your request, we must have the street address or physical description of the location of your residence to open your membership, per federal law. If the Credit Union does not receive the required documents within 30 days of account opening, the account may be closed. If the account is closed, funds will be returned to the current address listed and payable to the current signers.

This Agreement is the contract of deposit which covers your and our rights and responsibilities concerning membership and account(s) offered to you. Keep this Agreement with your account records. In this Agreement, the words "you" and "yours" mean those who sign the Member Applications ("Account Card"). The words "we," "us," and "our" mean True North Federal Credit Union ("Credit Union"). The word "account" means any one or more share accounts you have with the Credit Union. The classification and form of ownership of your accounts are designated on your Member Application. Your account statements may not list all owners or beneficiaries of an account. Therefore, you should check with us if you are unsure of the current ownership of your account. Unless you waive your rights, you understand that certain account designations, such as a joint ownership with right of survivorship or POD beneficiary may be invalidated upon the Credit Union's receipt of notice of marriage dissolution or testamentary disposition, as required by applicable law. By signing the Member Application or Account Card, that is a part of this Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Funds

Transfer Agreement, and the Truth-in-Savings Disclosures (Fee Schedule) accompanying this Agreement, any account receipt, the Credit Union's bylaws and policies, and any amendments which collectively govern your membership and accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

## MEMBERSHIP AND ACCOUNTS

**Membership Eligibility.** To be eligible for membership in the Credit Union, you must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain at least one share with a par value of \$5 (the Membership Share Account) as required by the Credit Union's Bylaws. More than one member can maintain their membership in one share account with a par value of \$5 per member. You authorize us to check your account, credit, and employment history, and obtain consumer reports from third parties, including credit reporting agencies, to verify your identity as required by federal law, as well as eligibility for the accounts and services you request.

**Individual Accounts.** An individual account is an account owned by one depositor including any individual, corporation, partnership, trust, or other organization qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent's estate or payable on death ("POD") beneficiary, if applicable.

**Joint Accounts.** An account owned by two or more persons is a joint account. Any account in which you request joint ownership with another party will be an individual account until the Credit Union receives an Account Card signed by you and the joint owner(s), at which time the account will be a jointly owned account and the following joint ownership rights will apply:

*Rights of Survivorship.* If your account is a joint account, the account is owned as a joint account with rights of survivorship unless otherwise stated on the Account Card. If the account is a joint account without right of survivorship, the interest of a deceased owner will pass to the decedent's estate. If the account is a joint account with right of survivorship, upon the death of one of the joint account owners, that person's interest will become the property of the surviving joint account owners. The surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by the deceased owner, even if the surviving owner did not consent to it.

*Rights of Joint Account Owners.* Any joint account owner is authorized and deemed to act for the other owner(s). The Credit Union may accept orders and instructions regarding the account and requests for future services from any other account owner, including the removal of a joint owner. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account (excluding funds representing membership share of another), stop payment on items drawn on an account, withdraw, or pledge all or any part of the shares of any account, without the consent of the other account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s). However, we reserve the right to require written consent of all owners for any change to or termination of an account. A security interest in account funds granted by one owner will continue in effect after that owner's death, and takes priority over the survivorship interest of other owners. If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a Court order to act or require that all joint account owners agree in writing to any transaction concerning the account.

*Joint Account Owner Liability.* If any item deposited in a joint account is returned unpaid or an account is over-drawn, or if we do not receive final payment on any transaction, each of the multiple account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or

all funds in the joint account(s) regardless of who contributed the funds to the joint account.

Changes in account ownership such as adding or removing a joint account owner, must be evidenced by written instruction which, upon execution, will be incorporated herein by this reference.

**Authorized Users.** An owner of an individual account, and all of the owners together on a joint account, may designate a person or persons to conduct transactions or gain information on the account. We will require you to provide information about the authorized user. An authorized user only has rights to conduct transactions or request information on the account as specified, and has no ownership or survivorship rights in the account. Once you have designated an authorized user(s), it is your responsibility to monitor the authorized user's transactions on the account. We have no duty or responsibility to monitor, inquire about, or notify you of the use and purpose of any transaction conducted by your authorized user, or to assure that any transaction is for your benefit. The authorized user's authority to conduct transactions will continue until we receive written notice that you have terminated the authorized user's authority or until we receive written notice of your death and have a reasonable opportunity to act on that notice. If you wish to terminate an authorized user's authority to conduct transactions on the account, you must notify us in writing. We have no duty to prevent an authorized user from conducting transactions on the account until you have made this change.

**POD Beneficiaries.** A Payable on Death (POD) designation is an instruction to the Credit Union that a designated account is an account payable to the owner or owners during their life-times, and upon the death of the last joint account owner, payable to any named and surviving POD beneficiary designated on your Membership Application or POD beneficiary designation form. The most recently executed POD beneficiary designation will control and the POD designation on the most recently executed Membership Application will supersede any other POD designation form. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with rights of survivorship. Any POD beneficiary designation shall not apply to IRA accounts which shall be governed by a separate beneficiary designation. The Credit Union shall at no time have any obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

**Accounts for Minors.** For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner have a parental joint account owner or custodian who is at least eighteen (18) years of age who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. For a joint account, all funds in the account shall be owned as a joint account with rights of survivorship unless otherwise indicated on the Membership Application. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. Unless a parent or guardian is a joint account owner, the parent or guardian shall not have any right to access the account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner's tax identification number must be shown on the Membership Application. The Credit Union shall not change the account status when the minor reaches age eighteen (18), unless authorized in writing by all account owners.

**Fiduciary Accounts.** A fiduciary account is an account opened by an executor, administrator, personal representative, trustee, conservator, or other fiduciary in such capacity authorized under a will, court order or trust instrument establishing the fiduciary relationship or a Representative Payee authorized by the Social Security Administration ("fiduciary"). The account owner is the estate, conservatorship, trust or Social Security Administration benefit recipient as the sole owner of this account. The fiduciary is authorized to act on behalf of the account owner but has no ownership interest in the account. The fiduciary is the only authorized party to transact on this account. The fiduciary is expressly authorized to endorse all items payable to or owned by the Account owner for deposit with or collection by the Credit Union and to execute such other agreements and to perform any other account transaction under the Agreement. The fiduciary is authorized to receive

account information from the Credit Union, either orally or in writing, and any information related to the account. The authority given to the fiduciary shall remain in full force until a court order, termination of the account owner or written notice of revocation is received by the Credit Union either by a court appointed representative of the account owner or by the Social Security Administration, as applicable. Any such notice shall not affect any items in process at the time notice is given. The fiduciary will notify the Credit Union of any change in the account owner's status affecting the deposit relationship between the account owner and the Credit Union. The fiduciary warrants that all actions he or she takes regarding the account will be for the sole benefit of the account owner and that the fiduciary will not conduct any transaction on the account that will personally benefit the fiduciary or will not comply with the terms of the applicable laws, will, court order or instrument establishing the fiduciary relationship. The Credit Union may rely upon these representations and shall have no duty to examine such authorizing documents for compliance or inquire as to the powers and duties of the fiduciary and shall have no notice of any breach of fiduciary duties by the fiduciary unless the Credit Union has actual notice of wrongdoing. The account owner agrees that the Credit Union shall not be liable for any losses due to the account owner's failure to notify the Credit Union of any unauthorized acts of the fiduciary or changes to the relationship between the fiduciary and account owner. The account owner and fiduciary agree to indemnify and hold the Credit Union harmless of any claim or liability as a result of unauthorized acts of the fiduciary upon which Credit Union relies prior to any actual notice of any account change or change of account owner.

**Uniform Transfer to Minors Account.** A Uniform Transfer to Minor Account (UTMA) is an individual account established by a member as a custodian by depositing funds as an irrevocable gift to a minor. The minor to whom the gift is made is the owner and beneficiary of the account. The custodian will be designated as the Authorized Signer with possession and control of the account for the exclusive use and benefit of the minor and is the only party authorized to make withdrawals from or to close the Account unless otherwise directed by a court. The Credit Union has no duty to inquire of the use or purpose of any transaction by the custodian. The custodian may designate a successor custodian. In the event of the custodian's death, resignation or incapacity, if a successor custodian is not designated, the Credit Union may place an administrative hold on the account, until it receives instructions from any person authorized by law to withdraw funds or a court order authorizing such a withdrawal. The Credit Union is not required to change the account ownership status when the minor reaches the age of majority unless the custodian or a court authorizes us to do so in writing, or upon proof that the custodian and all named successor custodians no longer serve as custodians.

**Accounts of Businesses and Organizations.** Unless otherwise noted in this Agreement, Accounts held in the name of a business or association member are subject to the same terms set forth in this Agreement and the following additional rules. The Credit Union reserves the right to require the member to provide an Account Authorization Card informing the Credit Union who is authorized to act on its behalf. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until such time as the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice. The Credit Union may require that third party checks payable to a business may not be cashed, but must be deposited to a business account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has actual notice of any wrongdoing.

**Deposit Requirements.** Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Fee Schedule and the Funds Availability Policy incorporated in this agreement. We may refuse to accept any check or other item for deposit at any time, for any reason. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnities. If you do so, you agree to indemnify the Credit Union for all losses the Credit Union incurs in connection with

the substitute check or item. You agree not to deposit any substitute check without our consent. All accounts are non-assignable and non-negotiable to third parties. Share Certificate accounts are governed by the terms of this Agreement and the terms and disclosures on your Certificate Account voucher and Truth in Savings disclosure for each account, which is incorporated herein by this reference.

**Endorsements.** You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. If we permit you to deposit checks via mobile deposit, you agree to include the words "For Mobile Deposit Only to True North FCU" in your endorsement. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. If an insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the check. Endorsements must be placed in the space or the back of the check between the top edge and 1 1/2 inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser made on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

**Collection of Items.** The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection.

**Final Payment.** All items or Automated Clearing House ("ACH") transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers and impose a return charge on your account. After we have received final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items you endorsed, that are returned to the Credit Union for adjustment or repayment, regardless of whether the amount of the item has been available for your use.

**Direct Deposits.** The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

**Crediting of Deposits.** Deposits made on Sundays and Credit Union holidays will be credited to your account on the next business day. Deposits submitted via Mobile Deposit are governed by the Mobile Deposit Service terms in this document. Deposits received at unstaffed facilities such as night depositories will be credited on the day funds are removed and processed by the Credit Union. Items drawn from an institution located outside the United States are handled on a collection



basis only. Amounts will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

#### **Account Access.**

*Authorized Signature.* In order to access any account, the Credit Union must have an authorized signature of yours on a Member Application. Accounts opened online may include an electronic signature. Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

*Access Options.* You may make withdrawals or transfers on your account in any manner which is permitted by the Credit Union (i.e., eBanking, check, automated teller machines (ATMs), debit card, in person, by mail, automatic transfer, or telephone). If the Credit Union accepts any draft that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the draft. The Credit Union may return as unpaid any check that is not drawn in the form provided by the Credit Union.

*ACH Transfers.* If offered, you may initiate or receive credits or debits to your account via automated clearing house (ACH) transfer. You agree that if you receive funds by an ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. Credit given by the Credit Union to you with respect to an ACH credit entry is provisional until the Credit Union receives final settlement for such an entry through a Federal Reserve Bank. If the Credit Union does not receive such final settlement, you are hereby notified and agree that the Credit Union is entitled a refund of the provisional amount credited to you in connection with such entry, and the party making payment to you, i.e. the originator of the entry, via such entry shall not be deemed to have paid you the amount of such entry. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. ACH transactions are governed by the rules of the National Automated Clearing House Association (NACHA). Under those rules, the Credit Union is not required to give next day notice to you of receipt of an ACH item, and the Credit Union will not do so. However, the Credit Union will continue to notify you of the receipt of ACH payments in your periodic statement. Also, if you have revoked your authorization for previously authorized ACH transactions, the Credit Union will not be responsible for the unauthorized ACH debits to your account if you fail to notify us in writing within fifteen (15) days after we mail or make available to you the statement containing that entry.

*International ACH Transactions.* You understand that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of your accounts is identified and designated by the Credit Union's screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"). The settlement of such an IAT Entry may be delayed or suspended pending the Credit Union's review of the IAT Entry, and may be terminated under applicable OFAC Rules. You acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described above will be a permissible delay under the regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide you such notice as may be required by applicable laws and regulations.

*Domestic Wire Transfers.* You may initiate a domestic wire transfer from your account. Our wire transfer cut-off hours are 12PM AKST for domestic wires. Wire transfers, cancellations or amendments received after the applicable cutoff time may be treated as having been

received on the next Business Day. We will charge your account for the amount of any authorized funds transfer including any wire transfer fees as set forth on the Rate and Fee Schedule. International wire transfers are governed by the Bureau of Consumer Financial Protection's Regulation E. Terms and conditions for international wire transfers will be provided at the time of the transfer transaction.

i. *Security Procedures.* You agree any wire transfer order will be subject to the agreed security procedures including: photo identification requirements, signature verification, data/password verification, use of a personal identification number (PIN) verification, and agreed callback procedures. For wire transfer orders processed through facsimile or by telephone we may require a call back password verification. If we are unable to reach you by phone to verify the password security within two business days of your wire request, we may cancel the wire request without notice. You agree if we comply with the agreed written security procedures you shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request is not actually transmitted or authorized by you. If we do not follow the agreed security procedure, but can prove the transfer request was originated by you, you will still be liable for the transfer amount plus transfer fees. You authorize us to record any telephone calls relating to any transfer under this Agreement. We may reject any transfer request or incoming wire transfer which does not conform to the limitations, security procedures, and requirements and for any reason, except when prohibited by law.

ii. *Notice of Errors & Liability.* It is your obligation to examine your statements for any discrepancy concerning any wire transfer. If you fail to notify us of statement or transaction errors as required under this Agreement, we will not be liable for and you agree to hold us harmless from any loss which you could have prevented. You agree to indemnify and hold the Credit Union harmless from any liability, damages or expenses (including reasonable attorneys fees), resulting from acts, omissions, by you or any other person acting on your behalf. We will not be liable for acts or omissions by you or any other person; including without limitation any wire transfer system, any Federal Reserve Bank, any Beneficiary Bank, and any Beneficiary, none of which shall be deemed the Credit Union's agent. We will be excused from delaying or failing to act if caused by emergency conditions or other circumstances beyond the Credit Union's control. In no event shall we be liable for any consequential, special, punitive or indirect losses or damages incurred relating to this Agreement, including any subsequent wrongful dishonor resulting from our acts or omissions. You understand you have no right to cancel or amend any transfer request after receipt by us; however, we shall use reasonable efforts to act on a cancellation or change request so long as it is received in a reasonable time within which to act upon such instructions. We shall have no liability if the cancellation or change is not carried out. You may not initiate any wire transfer to facilitate any transaction related to internet gambling. In the event that the funds transfer is delayed or erroneously executed and a loss is suffered as a result of our error, our sole obligation is to pay or refund such amounts as may be required by applicable law. If we become obligated under Article 4A to pay interest you agree the interest rate will be the dividend rate applicable to the account to which the funds transfer was or should have been made. The origination of Domestic Wire Transfer orders through the Credit Union shall be governed by Alaska law, UCC Article 4A, and Federal Reserve Regulation J, any Wire Transfer Authorization and this Agreement.

*Credit Union Examination.* The Credit Union may disregard information on any check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

#### **Electronic Check Transactions.**

*Electronic Checks.* If you authorize a merchant to electronically debit your checking account using the routing, account and serial number or your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an Electronic Funds Transfer ("EFT") subject to the terms of the Electronic Funds Transfer

Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.

**Electronic Re-presented Checks.** If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction ("Electronic re-presented Check") to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the terms of your Electronic Funds Transfer Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice or affidavit from you within the 15-day period, we will re-credit your account with the amount of the charge. If you wish to stop payment on any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

**Account Rates and Fees.** The Credit Union's payment of dividends on any account is subject to the account rates and fees, earnings, payment, and balance requirements as set forth on the Fee Schedule, which are incorporated herein by this reference. You agree the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. A current Fee Schedule has been provided to you separately. You agree the Credit Union may change the Fee Schedule from time to time and you will be notified of such changes as required by law.

**Transaction Limitations.** The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service charge, set forth in the Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion. The Credit Union may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account of not less than seven (7) days and up to sixty (60) days, as required by law, before such withdrawal.

#### **Items Presented Against Insufficient Funds.**

**Order In Which Checks and Other Items Are Paid.** In general, we pay checks and other transactions in the order in which they are presented to us for payment, regardless of when you issued or authorized them. Insufficient balances on your account may result from 1) checks, 2) automated clearing house (ACH) debits such as online bill payment transactions, 3) payments authorized by an owner or other withdrawal requests, 4) items deposited by an owner and returned unpaid by the paying institution, and 5) imposition of service charges. Checks and ACH debits may be presented to us in batches or data files, and are paid when we process the data file. Checks from the same account in the same data file are processed in check number order. Checks presented for payment to one of our tellers at one of our branches are processed at the time of payment. Debit card transactions are processed when they are transmitted to us, which may occur at the time of the transaction or up to several days later. The merchant or its processor determines

when the transaction will be transmitted to us, which means they may be processed in a different order than the order in which you performed the transaction. When a merchant obtains authorization for a debit card transaction, we place a temporary hold against the funds in the account for the amount of the authorized transaction. In some cases, such as restaurants, gas stations, or car rental transactions, there may be a hold for an initially authorized amount, which may be higher than your transaction amount, but the transaction is submitted at a different amount. You should be certain there are enough funds in your account at all times to pay checks or other transactions you authorize, or those checks or transactions will be handled according to the overdraft and insufficient funds terms of this Agreement, or paid under one of our check overdraft services if applicable. You agree that we may change these practices at any time to address data processing constraints, changes in law, regulation, clearing house rules or business concerns.

**Determination of Available Balance to Pay Items.** Checks and other transactions on your account are paid based on your available balance, and not the actual balance. Your actual balance is the amount of funds in the account at a point in time based on transactions that have posted to the account at that time. Your available balance is the amount of funds in the account that are available to pay checks, ACHs, and other items presented against the account without incurring an overdraft or non-sufficient funds fee or transferring funds from another account. The available balance is generally equal to the actual balance, less the amount of any holds placed on recent deposits, holds placed for other reasons, and holds for pending transactions (such as debit card purchases) that we have authorized but that have not yet posted to your account. If an item presented for payment against your account exceeds the available balance, we will treat it as presented against non-sufficient funds even if the actual balance exceeds the amount of the item.

**Your Overdraft Liability.** If on any day, the available funds in your checking account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures and the terms of this Agreement. The Credit Union's determination of an insufficient account balance is made at the time the check or item is presented to us, which may be later than the time you conduct the transaction or we receive a transaction authorization request. Overdrafts will be determined based on the available balance in your account at the time of presentment. Your available balance may be lower than your actual balance due to funds held for debit card transactions you have authorized and deposited checks held pursuant to our funds availability policy. If the available balance in your account is less than the transaction amount of the check or item presented, the item will be considered an overdraft and will be returned or declined. The Credit Union has no control over the timing when checks or other items are presented. Your available balance may be lower than your actual balance due to funds held for debit card transactions you have authorized and deposited checks held pursuant to our funds availability policy. You can view your available balance through Online Banking and at ATMs to avoid an overdraft.

Transactions may not be presented in the order which they occurred and the order in which checks or items are received and processed may affect if an overdraft occurs. The Credit Union processes checks and items as follows: (i) checks are paid in the chronological order they are received, (ii) for ACH items, credits are processed first and ACH debits processed second with the lowest items paid first, and (iii) debit card transactions are paid in the chronological order they are received. The Credit Union has no duty to notify you of a check or item that will overdraw your account. If we pay an item that overdraws your account, you are liable for and agree to pay the overdraft amount and any fees immediately. By covering one or any overdraft, the Credit Union does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. You will be subject to a charge for the item whether paid or returned as set forth in the Rate, and Fee Schedule. We may charge a fee each time a check or item is submitted or resubmitted for payment or returned. Therefore you may be assessed more than one fee as a result of a returned item or any resubmission(s) of the returned item. We reserve the right to pursue collection of previously dishonored items at any time, including giving

a payer bank extra time beyond any midnight deadline limits.

**Overdraft Transfers.** If you have an approved overdraft protection line of credit, we will cover overdrafts on your checking account by making loan advances in increments of \$100 on your line of credit, subject to your available credit, and transferring those amounts to your checking account. If you do not have an overdraft protection line of credit, we will transfer funds from another savings account of yours. If you have enough funds in your Regular Share (Savings) or Share Money Market account (if requested), you authorize us to automatically transfer funds equal to the lesser of (i) the amount of the overdraft, or (ii) the available balance to cover any overdraft on your checking account, each in full dollar increments. You may choose the specific savings account you want overdraft transfers to come from. The fee for each overdraft transfer is stated in your Fee Schedule. You may opt out of the overdraft transfer service at any time by notifying us in writing.

**Courtesy Pay Overdraft Protection.** We offer a discretionary overdraft protection service (Courtesy Pay) to cover overdrafts. The Courtesy Pay service is offered to all eligible consumer checking account owners who qualify based on length of time as a Credit Union member and overall relationship with the Credit Union.

**Discretionary Service.** The overdraft service is provided to eligible accounts automatically for checks and online transactions; you may opt-out at any time. The Courtesy Pay service will be provided for ATM and debit card purchase transactions only if you request Courtesy Pay services by expressly opting in for these transactions. The Courtesy Pay overdraft protection is provided only if you have no savings account funds available to transfer. Under the Courtesy Pay service, we are not obligated to pay any check or item presented for payment if your account does not contain sufficient funds. We may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to an approved overdraft limit under the terms of this service and subject to this Agreement. This overdraft service is not a line of credit, is not guaranteed, and is independent of any loan arrangement you may have with us. We will not pay an overdraft for you in excess of any limit we have established for your account type. Also, we may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you. We will not notify you before we pay or return any item.

**Overdraft Transactions Covered.** Subject to the opt-in requirement set forth above, if on any day you do not have available funds in your account, the following transactions, which may result in an insufficient or negative balance ("overdrafts"), may be covered under our service: checks, debit card transactions (including withdrawals from checking at ATMs), online or other electronic funds transfers, ACH debits and other payments or withdrawals authorized by you, account service charges, pre-authorized drafts, and any other items that may be posted to your account. If we pay an item, we will pay the item in the order it is presented or received by us, regardless of amount and in accordance with our normal operating procedures for such checks, items or transactions.

**Overdraft Limit/Available Balance.** We may pay overdrafts up to this overdraft limit up to a limit determined by your individual account activity, provided you continue to qualify for the service. This limit may change daily. The Credit Union's fees and charges and each paid check or item will be included in this limit. This overdraft balance will not be included or reflected in your actual or "available balance" of your account provided by a teller, at ATM or POS facilities, through online services or on your periodic statements.

**Overdraft Fees.** The fee for each paid overdraft is set forth on the Fee Schedule. If we do not pay the overdraft, there is a NSF/Returned Item fee also set forth on the Fee Schedule. There is no limit to the number of NSF/Returned item fees incurred in one day. The Credit Union may limit the number of courtesy pay fees. These fees may be amended as set forth in our Fee Schedule.

**Member Repayment Responsibility.** You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. If you fail to repay your overdraft balance as required, we may immediately

suspend the Courtesy Pay service. Accounts may be closed for failure to repay overdraft balances and we will report account closures to consumer reporting agencies.

**Member Opt-Out Right.** We offer the Courtesy Pay service as a service and convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. You may opt out of the Courtesy Pay service at any time by notifying us verbally or in writing. We may require that any verbal opt-out be confirmed in writing. You understand that by opting out of this service, we may refuse to pay any check or item that is presented against an insufficient balance on your account and you will be responsible for any NSF/Returned Item fees. You are still responsible to pay any overdraft, even if you have opted out of the service.

**Credit Union Contact.** For any questions or to exercise your opt-out right from the Courtesy Pay service, you may call the Credit Union at 907-523-4700 or write True North Federal Credit Union, PO Box 34157, Juneau AK 99803.

**Postdated and Stale dated Items.** You authorize us to accept and pay any check, even if the check is presented for payment before its date. The Credit Union is under no obligation to you to pay a check or draft drawn on your account which is presented more than six (6) months after its date.

#### **Stop Payment Orders.**

**Stop Payment Request.** You may ask the Credit Union to stop payment on any check drawn upon or ACH debit scheduled from your checking or savings account. You may request a stop payment by telephone, by mail, eBanking or in person. For checks, the stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order. For ACH debits, the stop payment order must be received at least three (3) banking days before the scheduled date of the transfer. You must state the number of the account, date and the exact amount of the check or ACH and the number of the check or originator of the ACH debit. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, date and number of the item, its exact amount, and to whom it was issued. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in legal action taken against the person.

**Duration of Order.** You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless continued in writing within that time. A written stop payment order on a check will be effective for six (6) months. The Credit Union is not obligated to notify you when a stop payment order expires. A written stop payment order on an ACH will not expire.

**Liability.** The Credit Union may charge a fee for each stop payment order requested, as set forth on the Fee Schedule. You may not stop payment on any certified check or draft, cashier's check or teller's check, or any other check, draft, or payment guaranteed by the Credit Union. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

**Lost Items.** The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.



**Credit Union's Liability for Errors.** If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union may be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (b) circumstances beyond the Credit Union's control prevents the transaction; (c) your loss is caused by your negligence (including your failure to examine your statements) or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other claim. The Credit Union will not be liable for consequential damages except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or inactions are consistent with applicable state law, federal regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payment of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

**Credit Union Lien and Security Interest.** To the extent you owe the Credit Union money as a borrower, guarantor, endorser, or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness without further notice to you. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts to pay any debt or amount owed the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are non-assignable and nontransferable to third parties.

**Legal Process.** If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may refuse to pay out any money from your account until the dispute is resolved. If the Credit Union incurs any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union's lien and security interest.

**Account Information.** Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (1) it is necessary to complete the transaction; (2) the third party seeks to verify the existence or condition of your account in accordance the Fair Credit Reporting Act or other applicable laws and regulations; (3) such disclosure is in compliance with the law, government agencies or court orders; or (4) you give us your written permission. We may report information about your account to credit bureaus. Late payments, or other defaults on your account may be reflected in your credit report.

#### **Notices.**

**Name or Address Change.** It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to the Credit Union. The Credit Union will accept change of address notices by written instruction or with other sufficient verification as determined by the Credit Union, and may require any other notice from you to the Credit Union be provided in writing. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth on the Fee Schedule. You authorize the Credit Union to update your account records with any notification of change of address issued by the U.S. Postal Service.

**Notice of Amendments.** Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms,

rates, or fees as required by law. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future. You or any account owner may change the account ownership and types of accounts or services at any time without the consent of any other account owners. However, a joint owner cannot remove someone with a membership interest in the account. Amendments requested by you, or any account owner, such as adding or closing an account or service, may be made by telephone instruction followed by written authorization. The Credit Union will retain and follow the information and designations on your most recent Member Application. Unless otherwise stated herein, the Credit Union will consider any omission of information that was provided in a previous Member Application of yours to be an intentional change.

**Effect of Notice.** Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. The Credit Union reserves the right to accept verbal instructions, and you agree to hold the Credit Union harmless from any liability as a result of such instructions. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage pre-paid and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account.

**Negative Information Notice.** We may report information about your loan, share, or deposit accounts to consumer reporting agencies. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

**Electronic Signatures.** You understand and agree that your electronic consent is your electronic signature which specifically records your signature and assent to the Membership and Account Agreement and constitutes your agreement to the terms and conditions of the Membership and Account Agreement. You agree your electronic signature captured and stored as an image by this electronic means shall be sufficient to evidence of your assent to be contractually bound by the Agreement and shall constitute a valid signature for purposes of any provision of this Agreement.

**Taxpayer Identification Numbers (TIN) and Backup Withholding.** If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required, percentage of payment of interest, dividends and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you cannot or refuse to provide your TIN, the Credit Union may suspend the opening of your account until a TIN is provided.

**Statements.** If your statement is provided electronically, you may access, review, print and otherwise copy/download your periodic statements from our website using procedures we authorize. Electronic mail (e-mail) from us will be sent to the e-mail address you provide. It is your responsibility to provide a current and correct e-mail address to the Credit Union. You are also responsible to keep us updated on e-mail address changes.

**Contents.** If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand that when paid, your original check becomes property of the Credit Union and may not be returned to you. You agree to keep a copy or carbon copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. You understand that fees for check copies will be charged pursuant to current Fee Schedule. You understand your statements and checks are made available to you on the date the statement is mailed to you.

**Examination.** You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, or unauthorized check or item drawn on your account if (1) you fail to notify the Credit

Union within thirty (30) days of the mailing date of the earliest statement or delivery of e-statements and availability of checks containing any forgery, alteration, or unauthorized signature on the item; or (2) any items forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine.

**Notice to Credit Union.** You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements and draft copies or the time limit for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your account unless you notify the Credit Union in writing within the above time limit after the statement and checks are made available to you.

**Electronic Statements (E-Statements).** If your statement is provided electronically, you will be sent an e-mail notice that will direct you to the website where you may access, review, print and otherwise copy/download your periodic statements using procedures we authorize. E-mails from us will be sent to the electronic mail address provided by the account owner.

**Consent to Communications.** By providing an email address, telephone number for cellular phone, or other wireless device, you are expressly consenting to receiving communications at that address or number, including, but not limited to, prerecorded or voice mail message calls, text messages, and calls made by an automatic telephone dialing system from us and our affiliates and agents so we can assist you with your account and account services or take measures to prevent fraud on your account. This express consent applies to each address or telephone number that you provide to us now or in the future and permits such communication regardless of the purpose. In the regular course of our service to you, we may monitor and record phone conversations made or received by our employees. You may revoke this authorization at any time by providing the Credit Union with your written revocation.

**Dormant and Abandoned Accounts.** If your account is inactive for a period of time as defined in the Fee schedule, the account may be classified as inactive (checking or money market accounts) or dormant (savings accounts) and a fee may be applied. Thereafter, dividends or interest will not be paid on the account if the balance falls below any minimum balance requirements. Accounts will continue to incur the monthly maintenance fee until closed by the member or funds are depleted and the Credit Union closes the account. You authorize us to transfer funds from an available share or access account of yours to cover the monthly maintenance fee, if necessary. If a deposit or withdrawal has not been made on the account and the Credit Union has had no other contact with you for five (5) years as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

**Death of Account Owner.** You agree that upon your death, your account will be payable in accordance with any existing account designations and the terms of this Agreement. The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of a member's death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree that the Credit Union can require that anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim.

#### **Termination of Account.**

**Credit Union Termination.** The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (1) there is a change

in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in the account; (4) any account checks are lost or stolen; (5) if there are excessive returned unpaid items not covered by an overdraft protection plan; (6) if there has been any misrepresentation or any other abuses of any of your accounts; or (7) any owner or authorized use causes the Credit Union a loss. We reserve the right to deny all services except the right to maintain a single share account and to vote, and if appropriate restrict your access to Credit Union premises, if you fail to conduct your business with the Credit Union in a civil and businesslike way. Violence or threats of violence against Credit Union staff, volunteers, service providers, or other Members will not be tolerated.

**Lost or Stolen Check Book or Account Compromise.** If you have checks that were lost or stolen or the account is otherwise compromised and you do not elect to close your checking account and open a new checking account under a new account number, we will not be responsible for paying checks that are outside the series of numbers on which you stopped payment and we will not be responsible for paying lost or stolen checks after any stop payment order you place has lapsed.

**Upon Your Request.** You may terminate your account prior to the effective date of any account changes. You may terminate your account at any time by notifying the Credit Union by oral direction or in writing. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays a check after termination, you agree to reimburse the Credit Union for payment.

**Termination of Membership.** You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union or violating any terms of membership. If you are expelled, you may not be a joint account owner on another account.

**Special Account Instructions.** You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. You and any surviving owner or beneficiary agree(s) to indemnify and hold the Credit Union harmless from any claim or liability asserted against the Credit Union as a result of the disposition of funds in reliance on this Agreement and any account designation of yours. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond to indemnify the Credit Union. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Membership Application and accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without written authorization and a copy of the Power of Attorney on record at the Credit Union.

**Unlawful Internet Gambling and Other Illegal Activities.** You agree that you are not engaged in unlawful Internet gambling or any other illegal activity. You agree that you will not use any of your account's access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful Internet gambling or other illegal activities.

**Severability.** In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

**Enforcement.** You agree to be liable to the Credit Union for any liability, loss,



or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

**Governing Law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Alaska and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the district in which the Credit Union is located.

#### FUNDS AVAILABILITY POLICY DISCLOSURE

**General Policy.** For all accounts except checking, we reserve the right to place reasonable holds on deposited funds to the extent permitted by law. For checking accounts, our general policy is to make funds from your deposits available to you on the business day that we receive your deposit. Electronic direct deposits will also 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. (6:00 p.m. at some branches) 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. Exceptions to this practice are:

- Deposits made to our branch night depositories after 4:00 p.m. will be made on the next business day.
- Deposits made to offsite depositories may have separate timeframes that will be disclosed at the offsite location.

**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 business day of your deposit. Depending on the type of check that you deposit, funds may not be available until the third business day after the day of your deposit. However, generally the first \$275 of your deposit will be available on the business day of the deposit. If we are not going to make all of the funds from your deposit available on the first 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 day after we receive your deposit.

**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.

**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 \$6,725 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six 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 (7th) business day after the day of your deposit.

**Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first thirty (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 \$6,725 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 first 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 \$6,725 will be available on the ninth (9th) 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 \$6,725 will not be available until the second (2nd) business day after the day of your deposit. Funds from all other check deposits will be available on the ninth (9th) business day after the day of your deposit.

**Deposits at Nonproprietary ATMs.** Funds from check deposits made at automated teller machines (ATMs) we do not own or operate will not be available until the third (3rd) 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.

**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.

**Mobile Deposits.** Deposits made through True North Mobile Deposit are not subject to this Funds Availability Policy. The Credit Union may not make funds deposited by the mobile deposit service available to you until the funds are actually received by the Credit Union. See Mobile Deposit Services section for more information about this service.

#### ELECTRONIC SERVICES AGREEMENT

The following disclosures set forth your and our rights and responsibilities concerning the Electronic Services provided by the Credit Union. Electronic Services include: (i). Electronic funds transfers ("EFTs") are electronically initiated transfers of money involving a deposit account at True North Federal Credit Union including eBanking and True North Mobile services, TruePay Bill Payment services, ATM & Check Cards and access devices, direct deposits, automated clearing house transactions (ACH), automated teller machines (ATMs), and telephone banking and (ii) Mobile Deposit Services.

#### ATM & Check Card Services.

i. ATMs. You may use your Check Card and Personal Identification Number ("PIN") in automated teller machines of the Credit Union, and such other machines or networks we may designate. At the present time, you may use your card to make the following transactions on your accounts:

- Withdraw cash from your Checking, and Savings
- Transfer funds between your Checking, and Savings accounts.
- Check balances

Some of these services may not be available at all ATM terminals.

The use of your card at ATMs may be subject to fees disclosed per the fee schedule and the individual ATM in use. Transaction limitations subject to any limitation set on each individual ATM.

ii. Withdrawals. There is a daily limit of 12 withdrawal transactions you may make using your ATM or Check Card. All withdrawals are subject to funds availability. Generally speaking, the following limits apply. The Credit Union reserves the right to change these limits at any time at its sole discretion.

- Check Card - You can make ATM withdrawals of \$507 per day and POS purchases of \$2500 per day.
  - ATM Card – You can make ATM withdrawals of \$507 per day and POS purchases, where available, for \$750 per day.
- iii. Transfers. At available locations, you may transfer between your Savings and Checking accounts up to the balance in your accounts at the time of the transfer.
- iv. Deposits. The servicing and processing schedule of automated teller machines may result in a delay between the time a deposit is made and when it will be available for withdrawal. You may refer to the Credit Union's Funds Availability Policy.

**Check Card/ Point of Sale.** You may use your Check Card to purchase goods and services any place your Card is honored by participating merchants. If we approve your application for point of sale (POS) services, you may use your Card and PIN to pay for purchases from participating merchants who have agreed to accept the Card at POS terminals within the MasterCard network or such other terminals the Credit Union may designate. Transactions processed over the MasterCard network may not require you to use your PIN to validate the transaction. You may sign a receipt, provide your card number (e.g. internet, mail, or telephone transactions), or swipe or insert your card at a terminal. Provisions applicable only to MasterCard transactions (such as MasterCard's zero liability protections) will not apply to non-MasterCard debit transactions and the liability rules for other EFTs in the section titled "Member Liability" will apply for consumer accounts, not business accounts.

Funds to cover your Check Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the Courtesy Pay overdraft protection program, provided you have expressly "opted-in" to the Courtesy Pay protection for debit card and ATM transactions. You may make Check Card purchases at participating merchants and POS terminals. You may make purchase transactions in a total amount not to exceed \$2,500 per day (if there are sufficient funds in your account). Your daily authorization limit for signature based transactions is \$5000 (Consumer) and \$25,000 (Business). You can do a total of 15 signature based transactions per day. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, reduce an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transactions for which you do not have sufficient available verified funds. You may not use your Card or account for any illegal or unlawful transaction. The Credit Union may refuse to authorize any transaction that it believes may be illegal or unlawful.

**Direct Deposit.** Upon instruction of (i) your employer; (ii) the Treasury Department; or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck, federal recurring payments, such as Social Security, or (iv) electronic payments from other sources.

**Preauthorized Debits.** You may make direct withdrawals from your account to a particular person or company at least periodically which you have arranged with that person or company, provided you have enough funds in your account to cover the payment.

#### **eBanking and True North Mobile.**

**Account Access.** You may use a personal computer or smart phone or device to access your accounts once you register for eBanking online access or True North Mobile (Mobile Banking) services. During the registration process, you will select a personal username. You must use your username along with a password and Multi-factor Authentication to access your account. You are responsible for the installation, maintenance, and operation of your computer and software. The Credit Union will not be responsible for any errors or failures involving telephone service, Internet service provider, your software installation or your computer.

**Types of Transactions.** At the present time, you may use the eBanking and True North Mobile services to:

- Transfer funds between your Checking and Share Savings Account and Money Market and Loan accounts
- Transfer funds to/from your True North accounts to your accounts at other financial institutions.
- Transfer funds to accounts of other members you authorize from any of your accounts.
- Review account balance and account transaction information for any of your accounts.
- Through Bill Pay, make payments to a third party payee (payee), review bill payment history and change or cancel scheduled bill payments.
- Request stop payment orders on your checking account (eBanking Only).
- Deposit checks to your True North deposit accounts (Mobile Banking Only).

These services are accessible seven (7) days a week, twenty-four (24) hours a day. This service may be unavailable during brief maintenance periods. Transactions involving your deposit accounts will be subject to your Membership and Account Agreement and transactions involving a loan account will be subject to your Loan Agreement and Disclosures.

**Transaction Authorization.** You authorize us to debit your account for any transactions processed through eBanking, Mobile Banking, or other Electronic Service, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer.

**Transfers.** You may make funds transfers to your accounts or other accounts you authorize as often as you like. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. There is a per transaction maximum of \$10,000. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. Transfers from credit cards and lines of credit may have additional transfer limitations in order to mitigate the risk of fraud. In addition, the Credit Union reserves the right to deny transfers or make changes to transfer limitations as business needs require.

**Account Information.** The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

**E-Mail and Stop Payment Requests.** The Credit Union may not immediately receive e-mail communications that you send and the Credit Union will not take action based on e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be an oral request and will expire in fourteen (14) days unless confirmed in writing in accordance with this Membership and Account Agreement. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, see Member Liability.

#### **Bill Payment Service**

The bill pay service ("Bill Pay" or "True Pay") is a bill payment service you access through eBanking Home Banking, to make payments directly from your True North FCU share savings, money market or checking accounts to third party Payees that you designate, including a business or individual. You authorize us to process Bill Pay transactions from your checking account. You or any persons who you have authorized to use your Bill Pay service or Password can perform Bill Pay transactions. Your Bill Pay activity will be reflected on your periodic statement.

**Eligibility.** To be eligible for Bill Pay, you must be a Credit Union member in good standing, have a Share, Money Market or Checking Account with True North FCU, and your account history with True North FCU and other institutions must be satisfactory. You must be at least 18 years old or legally emancipated, or be at least 12 years and have an adult joint owner on an Account. The Credit Union has the right to suspend your Bill Pay services for any reason, including but not limited to if your accounts become delinquent, overdrawn or are otherwise no longer in good standing.

#### *Transfer Types and Limitations.*

**Account Access.** At the present time, you may use the Bill pay services to make bill payments to a third party payee (payee), from your True North FCU share savings, money market or checking account; review bill payment history; and change or cancel scheduled bill payments. The payee may be a business or an individual. You may also issue payments as a gift check or charity check through the Bill Pay service. The method of payment (draft or electronic payment) may differ depending on the payee and type of payment. We reserve the right to select the method by which to remit your funds to your designated Payee.

**Limitations on Frequency of Transfers.** You can use your Bill pay service to pay an unlimited number of bills each month.

**Limitations on Dollar Amounts of Transfers.** Bill pay transfers are limited to payees within the United States and its territories and each transaction cannot exceed \$15,000. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

**Fees.** There is a monthly fee for Bill Pay as listed on your Schedule of Fees. All transactions that occur electronically are subject to the fees listed on the Schedule of Fees. Fees are also applicable to rush payments and gift checks and charity donations. See the section on "Rush Payments" and "Gift Checks and Charity Donations" for more information on the applicable fees for those services.

**Bill Pay Communication.** The Secure Message in eBanking gives you a direct link to member Service. Unlike regular Internet e-mail, these messages are protected by encryption and verification technology.

**Bill Pay Services.** Some payees participate in Bill Pay, a separate service offered through Bill Pay. You will be asked to review and accept the Bill Pay Service User Agreement, which is incorporated herein by reference.

#### *Making Bill Payments*

**Funding.** Bill payments will be deducted from your True North FCU account by 9 AM Alaska Standard Time (AST) of the day after your processing date, which is the date that you scheduled for your payment to be initiated. It is your responsibility to check your list of scheduled payments to ensure that you have sufficient funds in your account. When the payment is processed, if we find that there are insufficient funds available in the designated account, the payment will not be initiated.

#### *Payment Timing*

- Payment requests made online through Bill Pay will be processed on the business day that you designate as the payment's processing date, provided the payment request is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently 12 Noon AST.
- You can edit or cancel the amount and payment date online at any time up to 12:00 Noon AST on the date you have scheduled it to be initiated.
- A payment request submitted after the cut-off time on the designated process date will be processed on the next business day.
- The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees".
- Although some of your Payees may be set up as electronic payments, there will be up to three days between when the

payment is initiated by Bill Pay, and when the Payee receives your payment. You must allow sufficient mailing/processing time for your payment to be received by the Payee in order to avoid late payment penalties. A payment that has been initiated by Bill pay does not guarantee that the Payee has credited your account.

- You agree that it is your responsibility to request, schedule and authorize bill payments in such a manner that your bills will be paid on time and that the Payee will receive your payment no later than the due date designated by the Payee.

**Recurring Payments.** When a recurring payment is processed, it is automatically rescheduled. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business day it is adjusted based upon the following rules: (i) If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business day prior to the calculated processing date, and (ii) If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business day after the calculated processing date. **Note:** If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

**Cancelling Scheduled Payments.** You can edit or cancel the amount and payment date of a recurring or scheduled single payment through Bill pay at any time up to 12:00 PM AST on the date you have scheduled it to be initiated (the processing date). You can also cancel a recurring or scheduled payment by calling us at your local branch by 11 AM AST on the date you have scheduled the payment to be initiated (the processing date).

**Stop Payments.** Your Stop Payment options once the processing date has passed depend on the method of payment (draft or electronic). You can request a draft payment to be stopped if it was made as a paper check and has not cleared. You can request a stop payment on an electronic transaction until 9:00 AM AST of the day following the processing date. If you wish to request a Stop Payment, call your local branch, or email [memberservice@truenorthfcu.org](mailto:memberservice@truenorthfcu.org). True North FCU will not be held responsible for payments if the stop payment request was not received with adequate time to allow the request to be processed.

**Stop Payments for Gift Checks and Charity Donations.** Gift checks and charity donations are subject to the stop payment provisions in your Membership and Account Agreement. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

**Liability for Failure to Stop Payment of Recurring Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages.

**Rush Payments.** Payment requests to eligible payees may be rushed. You will be able to tell if a payee is eligible for this service as there will be a Rush Delivery tab if you select Process Date when scheduling a payment. There are different levels of Rush service with varying fees per item as set forth in the Fee Schedule. You should verify the fee amount online when processing your Rush Delivery request. If we cause processing delays of your Rush Delivery that result in late fees, we may cover up to \$50 of those fees. This guarantee covers only things within our control. Our guarantee does not cover losses which you cause, or payment processing delays which are not caused by us or within our control, such as your failure to schedule delivery of your rush payment sufficiently in advance of the Payee's due date for the payment to arrive on time (before the grace period begins) or subsequent posting of the payment is delayed by the Payee. You will need to document to us any late fees that you incur as a result of your rush payment being delivered after the scheduled delivery date, and establish that the indicated arrival date of the payment would have avoided those fees.



You agree not to enter any agreements where one of the purposes is to generate late payment fees. The risk of incurring and the responsibility for paying any and all late fees or penalties shall be borne by you in the event you do not follow the Bill Pay bill payment procedures.

**Payees & Limitations.** You may load an unlimited number of Payees into your personal Payee list, and may add any Payee within the United States (including U.S. territories and APO's / AEO's).

- We will not process any payment for which you have not provided the required Payee information as requested when you set up the Payee, including Payee name, address, phone number, and account number. This information is necessary so that your payment is issued to the correct Payee and so that the Payee can properly identify your account and the amount to credit. We are not responsible for any payment in which you fail to enter the correct Payee information or it is incomplete.
- It is your responsibility to verify that the address and contact information for existing payees is accurate and up to date.
- We reserve the right to refuse payment to any Payee to which you may direct a payment. If we decide to refuse a Payee designated by you, we will notify you. The notification is not required if you attempt to make a payment outside of the Limitations as specified in this agreement, or as otherwise prohibited by law. The Credit Union reserves the right to refuse to process payment instructions that reasonably appears to the Credit Union to be fraudulent or erroneous.
- You agree that court ordered payments and tax payments may be scheduled through Bill pay, but such payments are discouraged. In no event will we be liable for any claims or damages resulting from your requesting and scheduling these types of payments. These payments are not subject to the "Guaranteed on-time delivery for Rush payments." The Credit Union has no obligation to research or resolve any claim resulting from a court ordered payment or tax payment. All research and resolution for any misapplied, misdirected, or erroneously posted payments will be your sole responsibility.

**Gift Checks and Charity Donations.** You have the ability to request Gift Checks and Donations be sent to Third Parties. These transactions are processed as drafts that clear directly from your share draft account and are available for stop payments as defined in your Membership and Account Agreement. Fees associated with these services are set forth in the Fee Schedule. You should verify the fee amount online when processing your payment request.

**Electronic Check Transactions.** You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction. Notice may include a sign posted by the merchant at the time and place of your transaction. You remain responsible for notifying us of any unauthorized electronic check transactions shown on your statement.

#### **Check Cards.**

**Ownership of Cards.** The Check Card (Card) or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Check Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card to another person.

**Honoring the Card.** Neither we nor the merchant authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund. You may not use the Check Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the

transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the Overdraft Service or may terminate all services under the Agreement. At the present time, you may use your Card to make the following transactions on your accounts:

- Withdraw cash from your share, share draft, and club accounts.
- Transfer funds between your share, share draft, and club accounts or loan accounts.
- Obtain account balance information on share, share draft, and club accounts.
- Make deposits to your share, share draft, and club accounts at Credit Union ATMs.

There is no limit on the number of point-of-sale (POS) purchase transactions you may make by Card during a statement period. You may make purchase amounts up to a maximum of \$2500 per day. You may withdraw up to \$507 (if there are sufficient funds available in your account) per day at any authorized ATM, subject to security requirements and limits placed by each individual ATM. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set security requirements and other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds.

**Security of PIN.** The Personal Identification Number (PIN) issued to you is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded on or with the Check Card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to use your PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of the PIN code and the Credit Union suffers a loss, we may terminate your ATM and account services immediately. You may change your PIN at an ATM Machine or by calling the PIN Change Line at 877-267-6941.

**Joint Accounts.** If any of the accounts that you access with your Card is a joint account, you represent that your joint account holder has consented for you to use that account with the service. We will end your use of the service if any joint account holder notifies us that (i) they never consented to your use of the service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

**Illegal Use or Internet Gambling.** You may not use the Card or service for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that all transactions that you initiate by use of the Card or service are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your electronic funds transfers may only be conducted for legal transactions. We have restricted all online gambling transactions by use of an electronic funds transfer service.

**Suspension of EFT Access or Service.** If you are in breach of this Agreement or any other loan or service agreement with the Credit Union or we suspect fraudulent activity on your account, the Credit Union may without prior notice restrict access to your accounts or suspend the use of your Card. Such restrictions may continue until you cure any breach condition or any fraud condition is resolved.

**Security of Access Code or Password.** The personal access code, password, or PIN (Credentials) issued to or selected by you is for your security purposes. The Credentials are confidential and should not be disclosed to third parties or recorded on or with the access device. You are responsible for safekeeping your Credentials. You agree not to disclose or otherwise make your Credentials available to anyone not authorized to sign on your accounts. If you authorize anyone to use your Credentials that authority shall continue until you specifically revoke

such authority by notifying the Credit Union. If you fail to maintain the security of these Credentials and the Credit Union suffers a loss we may terminate your EFT and account services immediately.

#### **Member Liability.**

**Business Accounts.** For a business account, you are solely responsible for all transfers you authorize using any Electronic services under this Agreement. If you permit other persons to use any electronic service, PIN or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. 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 person that exceeds the specific transaction authority you have provided, are considered authorized transactions 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 services. For business accounts, the Credit Union will not be responsible for any losses or damages you may incur regarding the unauthorized access to or use of your account or service resulting from any compromise of your data.

**Consumer Accounts.** You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Account, Card or access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down.

For MasterCard Check Card purchase transactions, if you notify us of your lost or stolen card, you will not be liable for any losses provided you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. For all other EFT transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows EFT transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss, if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe that someone has used your Card or access code without your permission or your card has been lost or stolen, call

(907) 523-4700

Or write:

True North Federal Credit Union

P.O. Box 34157

Juneau, AK 99803

**Business Days.** Our business days are Monday through Friday. Holidays are not included.

**Fees and Charges.** There are certain charges for the EFT services as set forth on the Fee Schedule. Fees and charges may be changed from time to time, as disclosed on our current Rate and Fee Schedule. We will notify you of any changes as required by law.

**ATM Surcharges.** If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

**Foreign Transactions.** Purchases made in or with merchants

located in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by MasterCard International, Inc. is a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged a Foreign Transaction Fee of up to 2% of the transaction amount for any card transaction made in or with merchants located in a foreign country.

**Overdraft Fees.** If you conduct an ATM or debit card transaction and you have provided an opt-in for the Courtesy Pay service or you conduct any other electronic funds transfer and overdraw your account, you agree to pay an overdraft fee as disclosed on the Fee schedule.

**Replacement Card.** The fee for a replacement card is set forth in the current Credit Union Fee Schedule.

**Overdraft Transfer Fee.** The fee for an overdraft transfer is set forth in the current Credit Union Fee Schedule.

**Deposit of Empty Envelope to ATM.** The fee for an empty envelope is set forth in the current Credit Union Fee Schedule.

#### **Right to Receive Documentation of Transfers.**

**Periodic Statements.** Transfers and withdrawals transacted through an ATM, the telephone banking (Express Teller) system or eBanking will be recorded on your periodic statement. You will receive a statement at least once every quarter.

**Preauthorized Credits.** If you have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can use ExpressTeller, eBanking or you can call us at (907) 523-4700 to find out whether or not the deposit has been made.

**Terminal Receipt.** You get a receipt at the time you make any transfer or withdrawal to or from your account using an ATM or POS terminal in excess of \$15.

**Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders; and
- If you give us your written permission.

**Credit Union Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages. However, there are some exceptions. We will not be liable for instance:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit.
- If you used the wrong access code or you have not properly followed any applicable computer, Internet or Credit Union instructions for making transfer and bill payment transactions.
- If your computer fails or malfunctions or any of the Credit Union's eBanking services was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to administrative hold, legal process or other claim.
- If your account is frozen because of a delinquent loan.

- If the error was caused by a system beyond the Credit Union's control such as your Internet Service Provider.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can make a transfer or bill payment.
- If the error was caused by a system that we do not operate.
- If there are other exceptions as established by the Credit Union.
- If the ATM machine retains your card, in which event you may contact the Credit Union about its replacement.

#### **Preauthorized Electronic Fund Transfers.**

**Stop Payment Rights.** If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify the Credit Union orally, through eBanking service, by telephone or in writing at the address set forth in Section 4, any time up to three (3) business days before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the company you are going to pay will tell you, ten (10) days before each payment when it will be made and how much it will be.

**Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages as outlined in paragraph 9 of this Membership Agreement.

**Termination of EFT Services.** You agree that we may terminate this Agreement and your use of any EFT services, if: (i) You, or any authorized user of your account or access code breach this agreement with us; (ii) We have reason to believe that there has been an unauthorized use of your card, account or access code; or (iii) You breach any provisions of your Membership and Account Agreement or any other agreement with the Credit Union.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first (1st) business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**Notice.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, or as otherwise required by law. Use of any EFT service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

**Billing Errors.** For consumer accounts, the following provisions apply to statement errors or inquiries you may make. In case of errors or questions about your electronic transfers, telephone us at (907) 523-4700 or write us as soon as you can and send to P.O. Box 34157, Juneau, AK 99803. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new

accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or questions (ninety (90) calendar days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days (five (5) business days for Mastercard Check Card purchases transactions) 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 ten (10) business days, we may not re-credit your account. If we decide after our investigation that an error did not occur, we will deliver or mail you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

**ATM Safety Notice.** The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your card.
- Report all crimes to law enforcement officials immediately.

#### **Mobile Deposit Service Terms.**

By using the Mobile Deposit Service, you are agreeing to the following terms and conditions.

**Introduction- How it Works.** Using a mobile device with a camera and data service, you can deposit eligible checks into your eligible checking, money market or savings accounts. From the Menu screen in True North Mobile, select Mobile Deposit. Select the eligible account into which you would like to deposit the funds, enter your check's information, photograph the front and back of the check, and then submit the item. After we process your check for deposit, you will see the available funds in your account. Note that deposit holds will apply.

You'll have access to all of your Scan/Mobile Deposits for up to eighteen months. You will not need to mail in your check or take it to a branch. Please do not destroy the check until at least thirty (30) days after it has posted to your account.

**Eligibility Requirements.** To be eligible to use the Service you must satisfy the following conditions:

- You must have an eligible loan, savings, money market or checking account for this service.
- Your accounts must be in good standing with no restrictions. If you are in default on obligations to the Credit Union, this service



may be suspended or terminated.

- You have no negative transaction history that disqualifies you from this service.

**Description of Service.** This Service, available through Mobile Banking, allows you to deposit checks into eligible Credit Union accounts from a remote location by scanning the items with a compatible camera enabled mobile device which then delivers the images and associated deposit information to the Credit Union or its designee electronically. You may use this Service only in accordance with this Agreement. In order to use this Service, you must obtain and maintain, at your expense, a compatible mobile device and wireless plan. We are not responsible for the cost, functionality or maintenance of any hardware, software, or the wireless plan necessary to use this Service.

**Limitations of Service.** When using this Service, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties that you may incur. In the event this Service is not available to you, you acknowledge that you can deposit your check by other means made available by the Credit Union.

**Charges or Fees.** The Credit Union does not charge a usage fee for this Service. We reserve the right to start charging for this Service at any time. If a Check you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the Account the Check was originally deposited to and you will be assessed a fee in the amount shown on the Credit Union fee schedule for a returned deposit. If there are not sufficient funds in your Account to cover the amount of the returned Check, the Account will be overdrawn and you will be responsible for payment. You agree that the Credit Union may debit any account maintained by you in order to obtain payment of your obligations under this Agreement.

You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at TNFCU including but not limited to account servicing and collection purposes.

**Eligible and Ineligible Items.** You agree to scan and deposit only "Checks." You agree that you will not use this Service to scan and deposit any ineligible items including but not limited to the following:

- Checks or items payable to any person or entity other than you
- Post-dated checks
- Checks or items containing an obvious alteration to any of the fields on the front of the check or item which you know or suspect, or should know or suspect to be fraudulent.
- Checks or items not payable in United States currency
- Items drawn on financial institutions located outside the United States
- Items previously converted to a substitute check
- Consumer loans, credit card, and mortgage payments
- IRA and Share Certificate deposits
- Money orders and travelers checks
- Starter or counter checks
- American Express Gift Cheques
- Savings bonds
- Checks that require authorization
- State-issued registered warrants
- Checks from a closed account

**Image Quality.** The image of the item transmitted to us must be clearly legible. The image being transmitted must comply with all standards for image quality established by American National Standards Institute (ANSI), clearing house, association or any other regulatory agency.

These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and all other information placed on the Check prior to the time of 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).

**Endorsement Requirements.** You agree to endorse all Checks with "For Mobile Deposit only to TNFCU," your account number and your signature on all items. Endorsements must be made on the back of the item within 1 ½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a Check payable to you and any joint owner(s) of your Account, the Check must be endorsed by all such payees and you may only use the Service to deposit such Check into an Account jointly owned by all such payees. If the Check is payable to you or your joint owner, either of you can endorse it. If the Check is made payable to you and any non-joint owner, you may not deposit the Check into your Account using the Service. The Credit Union reserves the right to reject all Checks that are not endorsed as specified.

**Deposit Limits.** When using the Service to deposit funds such deposits are limited per Business Day. Deposit limits may vary depending on factors such as the length of time your account has been open and your transaction history. If you attempt to deposit a check greater than your currently authorized deposit limit, you will be notified that you have exceeded your deposit limit. Generally, when using the Service there is a \$5000 daily limit on deposits as well as a maximum per check limit of \$5000. These amounts may be increased upon member request and with established positive history.

**Rejection of Deposits.** We reserve the right to reject any Check transmitted through this Service, at our discretion. We are not liable for Checks we do not receive or for images that are not transmitted completely. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Credit Union for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Credit Union relating to such deposits. The Credit Union is not liable for any service or late charges that may be imposed against you due to our rejection of any Check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned. You acknowledge and agree that, while we may normally provide notice of rejected deposits, we may reject any Check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for Mobile Deposit you must physically deposit the original Check.

**Availability of Funds.** Generally, the Credit Union will not make funds deposited to Mobile Deposit available to you until the funds are actually received by the Credit Union. However, we may at our discretion make some portion of deposited funds available earlier. Our current practice, which may change or vary, is as follows: .....

- o Up to \$275 may be available on the day of processing. Processing days are business days and do not include Saturdays, Sundays, or federal holidays. The remaining balance of the check, if above \$275, will be available on the 3rd business day following the day of processing.

- o Checks deposited before 4pm AST on a business day will be processed the same day. Checks deposited after 4 pm AST or not on a business day will be processed on the next business day.

- o For accounts that have been granted higher limits, \$6,725 will be available on the 3rd business day after the day of processing and any remaining balance will be available on the 7th business

day after the day of processing.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. Credit given for the item is provisional and subject to final approval of the item. Funds you deposit may be delayed for a longer period of time when we have reasonable cause to believe the check is uncollectable. We will notify you if we delay your ability to withdraw funds because we believe the check is uncollectable and we will tell you when funds will be available. You agree to receive all notifications regarding your use of this Service via email. With respect to each Check you send the Credit Union for deposit, you agree to indemnify and reimburse the Credit Union for and hold the Credit Union harmless from and against any and all losses, costs, and expenses.

**Method of Presentment.** The manner in which Checks are cleared, presented for payment, and collected shall be in the Credit Union sole discretion.

**Non-Receipt of Check.** Member understands and acknowledges that transmitting a Check does not mean the Credit Union has received the Check. The Credit Union deems a Check received when the Credit Union acknowledges receipt. The Credit Union is not responsible for Checks it does not receive or for images dropped during transmission. If a Check is incomplete, contains errors, or has any other problems, the deposit will not be accepted and we may attempt to notify you.

**Retention and Disposal of Checks.** You agree to retain each Check no fewer than thirty (30) days after your funds have been posted to your account. Upon receipt of these funds, you agree to mark the Checks prominently as "Void" and to dispose of the item(s) in a way that prevents representing for payment. You agree to store each retained Check securely until such proper disposal is performed. You will promptly provide any retained item to the Credit Union as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check

**Presenting Checks.** Once you have used the Service to deposit a Check you agree not to present, or allow anyone else to present, that original Check or a substitute check of that original Check again for deposit through the Service or by any other means. If you or anyone else present a Check or substitute check for deposit more than once in violation of this Agreement, you agree to indemnify, defend and hold the Credit Union harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check. In addition, the Credit Union reserves the right to immediately terminate your use of the Service in the event you attempt to re-deposit a Check that has already been deposited via the Service. You agree that we may debit from your accounts the aggregate amount of any Checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Credit Union in our sole discretion.

**Security Requirements.** To prevent unauthorized usage of the Service, you agree to ensure the security of the personal computer and/or mobile device you own and use to access the Service. By securing these devices, we specifically mean installing operating system patches, antivirus software, firewall and spyware detection as applicable and keeping this security software current, as well as securing the physical device, passwords, and Check image from theft or unauthorized use, and changing passwords regularly. Member shall notify the Credit Union immediately if it has reason to believe the security of any information transmitted under the Service has or may have been breached.

**Disclaimer of Warranties.** THE CREDIT UNION'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES, AND MEMBER'S RIGHTS AND REMEDIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. THE SOFTWARE IS PROVIDED BY THE CREDIT UNION AND ITS LICENSORS "AS IS." MEMBER HEREBY WAIVES AND RELEASES THE CREDIT UNION AND ITS LICENSORS AND THEIR RESPECTIVE OWNERS, OFFICERS, AND EMPLOYEES FROM ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY NATURE, OBLIGATIONS, AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND ANY AND ALL MATTERS ARISING UNDER OR

IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, PURPOSE OR APPLICATION, OR OTHER IMPLIED CONTRACTUAL WARRANTY; (ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (iii) ANY WARRANTIES OF TIMELINESS OR NON-INFRINGEMENT; AND (iv) ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY OR FREEDOM FROM ERROR. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER THE CREDIT UNION NOR ITS LICENSORS WARRANT THAT OPERATION OF THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED.

**Limitation of Liability.** The Credit Union shall not be liable to Member for (i) any damages, costs or other consequences caused by, arising or resulting from, or related to the Credit Union's actions that are based on information or instructions that Member provides to the Credit Union; (ii) any unauthorized actions initiated or caused by Member; (iii) the failure of third persons or vendors to perform satisfactorily or the failure of any product of a third person or vendor to perform satisfactorily; (iv) any refusal of a Payor Financial Institution to pay an Electronic Item or Substitute Check for any reason (other than the gross negligence or willful misconduct of the Credit Union), including without limitation that the Check, Electronic Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; (v) Member's or any other party's lack of access to the Internet or the inability to transmit or receive data; (vi) Data loss, corruption, failures or errors on the part of Internet service providers, telecommunications providers or any other person's or party's internal systems, including a vendor for Authorized Equipment; (vii) rejecting a file transmitted by Member to the Credit Union; (viii) files which the Credit Union does not receive or for images that are distorted or corrupted during a transmission; (ix) alterations made to files after they are transmitted to the Credit Union by Member; and (x) any errors or failures resulting from defects in or malfunctions of Member's computer hardware or software.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LIABILITY FOR ERRORS WITH RESPECT TO DATA TRANSMITTED OR PRINTED BY THE CREDIT UNION SHALL BE LIMITED TO CORRECTING THE ERRORS. CORRECTION SHALL BE LIMITED TO REPRINTING AND/OR RE-PRESENTING SUBSTITUTE CHECKS OR ELECTRONIC ITEMS TO THE PAYOR FINANCIAL INSTITUTION.

IN NO EVENT WILL THE CREDIT UNION BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS OR LOSS OF ANY OPPORTUNITY OR GOOD WILL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**User Warranties and Indemnification.** You warrant to the Credit Union that:

- You will maintain a valid email address with Credit Union and agree to receive communications on this service at that email.
- You will only transmit eligible Checks that are properly endorsed.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or re-present the original Check to the Credit Union or any other person or entity once it has been scanned and sent through this Service, unless specifically requested to do so by the Credit Union.
- All information you provide to the Credit Union is accurate and true.
- The Credit Union will not sustain a loss because you have deposited an image.
- You will comply with this Agreement and all applicable rules, laws, and regulations.
- Items you transmit do not contain viruses.
- You are not now engaged, and will not during the term of this Agreement engage, in any business that would result in you

being or becoming a “money service business” as defined in the Bank Secrecy Act and its implementing regulations.

- You will not engage in any activity directly or indirectly related to the use of the Service that is illegal, fraudulent, or gambling related.

**Member Indemnification.** Member will indemnify and hold harmless the Credit Union, its licensors and providers of the Services, and their respective directors, officers, shareholders, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys’ fees and other legal expenses), liabilities and other losses arising from or resulting from (i) the wrongful acts or omissions of Member, or any person acting on Member’s behalf, arising in connection with Member’s use of Mobile Deposit or processing of Checks hereunder, including without limitation (a) a breach by Member of any provision, representation or warranty of this Agreement, (b) the negligence or willful misconduct (whether by act or omission) of Member, or any third party on behalf of Member, (c) any modifications or changes to the Software made by Member or any third party within the control or on behalf of Member, (d) any misuse of Mobile Deposit by Member or any third party within the control or on behalf of Member, or (e) the failure by Member to comply with applicable state and federal laws and regulations; (ii) any act or omission of the Credit Union that is in accordance with this Agreement or in accordance with instructions from Member; (iii) actions by third parties, including the introduction of a virus, that delay, alter or corrupt the transmission of an Electronic Item to the Credit Union; or (iv) any claim by any recipient of a Substitute Check corresponding to a Check processed by Member hereunder, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check.

**Cooperation with Investigations.** You agree to cooperate with the Credit Union in the investigation of unusual transactions, poor quality transmissions, and resolution of claims, including by providing, upon request and without further cost, any originals or copies of Checks deposited through the Service in Your possession and Your records relating to such Checks and transmissions.

**Termination / Suspension of Service.** The Credit Union reserves the right to change, suspend, or revoke the Service immediately and at any time without prior notice to you. In addition, the Credit Union may immediately suspend the Service if it has reason to believe that there has been a breach in the security of the Service. If you cause the Credit Union a loss or have loans in default, the Credit Union may deny you access to the Service. Any termination will not affect your obligations under this Agreement arising prior to the effective date of termination.

## Contact Us

Administrative Office  
2777 Postal Way  
Juneau, AK 99801  
Tel. (907) 523-4700  
Fax (907) 586-8078  
admin@truenorthfcu.org

Access 24/7 Loans by applying online at [truenorthfcu.org](http://truenorthfcu.org).

Website  
[www.truenorthfcu.org](http://www.truenorthfcu.org)

Federally Insured by NCUA



# PRIVACY POLICY

## FACTS

## WHAT DOES TRUE NORTH FEDERAL CREDIT UNION (TNFCU) DO WITH YOUR PERSONAL INFORMATION?

|              |   |
|--------------|---|
| <b>Why?</b>  | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.  |
| <b>What?</b> | The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>Social Security number and account transactions</li> <li>payment history and account balances</li> <li>credit history and checking account information</li> </ul> When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. |
| <b>How?</b>  | All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons TNFCU chooses to share; and whether you can limit this sharing.  |

| Reasons we can share your personal information  | Does TNFCU share? | Can you limit this sharing? |
|---|-------------------|-----------------------------|
| <b>For our everyday business purposes —</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes               | No                          |
| <b>For our marketing purposes —</b> to offer our products and services to you   | Yes               | No                          |
| <b>For joint marketing with other financial companies</b>   | Yes               | No                          |
| <b>For our affiliates’ everyday business purposes —</b> information about your transactions and experiences   | No                | We don’t share              |
| <b>For our affiliates’ everyday business purposes —</b> information about your creditworthiness   | No                | We don’t share              |
| <b>For non-affiliates to market to you</b>  | No                | We don’t share              |

**Questions?** Call 907-523-4700 or go to [www.truenorthfcu.org](http://www.truenorthfcu.org)

|  |  |
|--|--|
| <b>Who we are</b>                                      |  |
| <b>Who is providing this notice?</b>                   | True North Federal Credit Union (TNFCU)  |
| <b>What we do</b>                                      |  |
| <b>How does TNFCU protect my personal information?</b> | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.  |
| <b>How does TNFCU collect my personal information?</b> | We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>open an account or use your credit or debit card</li> <li>apply for a loan or give us your contact information</li> <li>make deposits or withdrawals from your account</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.  |
| <b>Why can’t I limit all sharing?</b>                  | Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>sharing for affiliates’ everyday business purposes—information about your creditworthiness</li> <li>affiliates from using your information to market to you</li> <li>sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. |

|                        |  |
|------------------------|--|
| <b>Definitions</b>     |  |
| <b>Affiliates</b>      | Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>TNFCU has no affiliates.</li> </ul>   |
| <b>Nonaffiliates</b>   | Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>TNFCU does not share with non-affiliates so they can market to you.</li> </ul>        |
| <b>Joint marketing</b> | A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>Our joint marketing partners include insurance companies.</li> </ul> |