

# TRUE NORTH

A LOCALLY MANAGED CREDIT UNION  
THAT PROVIDES QUALITY  
FINANCIAL SOLUTIONS FOR  
ITS ALASKAN MEMBERS.

# MEMBERSHIP AGREEMENT



# TRUE NORTH

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FEDERAL CREDIT UNION

ADMINISTRATIVE OFFICE

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WEBSITE

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Federally Insured by NCUA

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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 of your residence to open your membership. 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 (Rate and 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. 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). 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. The authorized user may not make changes to or close 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 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 Account Card or POD beneficiary designation form. The most recently executed POD beneficiary designation will control and the POD designation on the most recently executed Account Card 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 Account Card. 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 Account Card. 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.

**Accounts of Businesses and Organizations.** 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 Rate and 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., Express PC, 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 and Domestic Wire Transfers.** If offered, you may initiate credits or debits to your account via wire transfer or ACH ("Automated Clearing House") transfer. You agree that if you receive funds by a wire or 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. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. For ACH transfers we originate for you, the transfer may be sent and your account debited on the same day as we initiate your transfer request. 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. Domestic wire transfers are governed by UCC Article 4A and

Federal Reserve Regulation J if the transfer is cleared through Federal Reserve. International wire transfers are governed by CFPB Reg. E. ACH transactions are governed by the rules of the National Automated Clearing House Association. You agree that the authorized transfer to or from your account must comply with all applicable federal and state laws or regulations including OFAC (Office of Foreign Asset Control) regulations. You acknowledge that processing of international transactions may be delayed, suspended, or terminated if necessary under OFAC Rules and Regulations, which may require an indefinite hold on the funds. You must ensure that all international entries you initiate are designated with the appropriate code as required by the Rules. All ACH entries will be credited to or debited from your Account in U.S. Dollars. Currency conversion will be at rates determined by, or available to, us or the ACH. You will bear all currency conversion risk associated with international ACH entries; you will bear all gains or losses associated with currency conversion for international entries.

**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 Rate and 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 Rate and Fee Schedule has been provided to you separately. You agree the Credit Union may change the Rate and 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 Rate and 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 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. 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, 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 without prior notice to you 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. 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. You may choose the specific savings account you want overdraft transfers to come from. The fee for each overdraft transfer is stated in your Rate and 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 Rate and Fee Schedule. If we do not pay the overdraft, there is a NSF/Returned Item fee also set forth on the Rate and Fee Schedule. There is no limit on

the number of overdrafts paid or overdraft fees incurred on any one day. These fees may be amended as set forth in our Rate and 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 within 30 days of notice from us, 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 account. You may request a stop payment by telephone, by mail, Express PC 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 Rate and 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 only 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 Rate and 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 only your most recent Member Application. Except for POD beneficiary designations, the Credit Union will consider any omission of information that was included in a previous Member Application of yours to have been intentional.

**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 Rate and 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

**Dormant and Abandoned Accounts.** If your account is inactive for a period of time as defined in the Rate and 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. Checking 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 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 Account Card 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

This funds availability policy applies to all checking and savings accounts.

**General Policy.** Our 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.
- Deposits made through True North Mobile Deposit are not subject to our Funds Availability policy and the Credit Union is not required to make funds available to you until they are received by the Credit Union. See Mobile Deposit Services section for more information about this service.

**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, the first \$225 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 \$5,525 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 \$5,525 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 \$5,525 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 \$5,525 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.

## ELECTRONIC FUNDS TRANSFERS

The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. Electronic funds transfers (“EFTs”) are electronically initiated transfers of money involving a deposit account at True North Federal Credit Union involving multiple access options, including Express PC Services, access devices, direct deposits, automated teller machines (ATMs), and audio response (ExpressTeller).

### Services.

#### ATM and 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.
  - 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.

- 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 schedule.

**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 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.

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.

**Express Teller Phone.** If we approve your application for audio response teller access to your accounts under the Express Teller Phone service you may use a telephone to access your account. We may assign, or you may select, a personal access code. You must use your access code along with your account number to access your accounts. At the present time you may use the Express Teller Phone service to:

- Obtain balance information from your savings account, checking account, money market account and share certificate accounts and loan accounts.
- Transfer funds between these same accounts (except certificates).
- Withdraw funds from savings or checking accounts by check, made payable to you and mailed to you at your mailing address.
- Transfer funds to another account owner's accounts, if approved.
- Verify if a particular check has cleared your checking account(s).
- Obtain transaction history on your checking, savings and loan accounts.
- Obtain current rate information.
- Give you tax information on dividends earned or interest paid on your accounts.

Express Teller Phone service will be available for your convenience seven (7) days per week. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there is a \$15,000 limit on individual transactions. No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

### **Express PC and True North Mobile.**

**Account Access.** You may use a personal computer or smart phone to access your accounts once you register for Express PC online access. During the registration process, you will select, a personal user name. You must use your user name 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 Express PC 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.(Express PC Only)
- Deposit checks to your True North deposit accounts (True North Mobile Only)

These services are accessible seven (7) days a week, twenty-four (24) hours a day. 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. 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.

i. Bill Pay. You may elect to use our Bill Pay service, Express Pay, through Express PC or True North Mobile. When you enroll for that program, you must accept an additional disclosure applicable to that program.

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 (Express PC Only). 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 your Membership and Account Agreement. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, see Section 5.

**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. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50.00 and \$500.00 limits of liability for unauthorized transactions in Section 5. Member Liability. You remain responsible for notifying us of any unauthorized electronic check transactions shown on your statement.

**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 to deposit funds such deposits are limited to \$5,000 per check but this amount 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 remote deposit, you must physically deposit the original Check.

**Availability of Funds.** Mobile Deposit checks are not covered by our Funds Availability policy and the Credit Union is not required to make funds available to you until they 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:

- There is a \$5000 daily limit on deposits as well as a maximum per check limit of \$5000.
- Up to \$225 will 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 \$225, will be available on the 3rd business day following the day of processing.
- 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.
- For accounts that have been granted higher limits, \$5525 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.

**c. 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 received the Check. The Credit Union deems a Check received when it 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 Credit Union will make a commercially reasonable effort to notify the Member via e-mail.

**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.

**d. 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 GOODWILL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

- i. You will maintain a valid email address with Credit Union and agree to receive communications on this service at that email.
- ii. You will only transmit eligible Checks that are properly endorsed.
- iii. Images will meet the image quality standards.
- iv. You will not transmit duplicate items.
- v. 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.
- vi. All information you provide to the Credit Union is accurate and true.
- vii. The Credit Union will not sustain a loss because you have deposited an image.
- viii. You will comply with this Agreement and all applicable rules, laws, and regulations.
- ix. Items you transmit do not contain viruses.
- x. 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.
- xi. 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 Remote 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 Remote 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.

**Conditions of Account and Services Use.** The use of your Account and Electronic Services are subject to the following conditions:

**Ownership of Cards.** The Check 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 Check Card or Account to another person.

**Honoring the Card.** Neither we nor the merchant authorized to honor the Check Card will be responsible for the failure or refusal to honor the Check 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.

**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.** The personal access code or PIN issued to or selected by you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss we may terminate your EFT and account services immediately.

**Member Liability.** 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 Rate and Fee Schedule.

**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 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 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 Rate and Fee sheet.

**Replacement Card.** Please refer to the current Credit Union Fee Schedule.

**Overdraft Transfer Fee.** Please refer to the current Credit Union Fee Schedule.

**Deposit of Empty Envelope to ATM.** Please refer to the current Credit Union Fee Schedule.

**Right to Receive Documentation of Transfers.**

**Periodic Statements.** Transfers and withdrawals transacted through an ATM, the Express Teller system or Express PC 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 Express Teller, Express PC 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 Express PC 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 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 Online Banking 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:

- a. You, or any authorized user of your account or access code breach this agreement with us;
- b. We have reason to believe that there has been an unauthorized use of your card, account or access code; or
- c. 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, as 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.** 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.

# PRIVACY POLICY

## FACTS

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

#### Why?

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.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account transactions
- payment history and account balances
- credit history and checking account information

When you are *no longer* our customer, we continue to share your information as described in this notice.

#### How?

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)

#### Who we are

Who is providing this notice?

True North Federal Credit Union (TNFCU)

#### What we do

How does TNFCU protect my personal information?

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.

How does TNFCU collect my personal information?

We collect your personal information, for example, when you

- open an account or use your credit or debit card
- apply for a loan or give us your contact information
- make deposits or withdrawals from your account

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

#### Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *TNFCU has no affiliates.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *TNFCU does not share with non-affiliates so they can market to you.*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include insurance companies.*