

# Member Agreement



**TRUE NORTH**  
FEDERAL CREDIT UNION

## 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 offices 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, 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

- 1. 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. You can have two people maintain their membership in one share account with a par value of \$10. You authorize us to check your account, credit, and employment history, and obtain a credit report 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.
- 2. 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.
- 3. 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:
  - a. 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.
  - b. 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.

c. **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 regardless of who contributed the funds to the joint account.

4. **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 be an authorized user on the account who will be authorized to conduct transactions on the account. We will require you to provide information about the authorized user and will also require the authorized user to sign the Account Card. An authorized user only has rights to conduct transactions on the account, 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.

5. **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. 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.

6. **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 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.

7. **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 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.

8. **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.

9. **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.

- a. **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. 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.
- b. **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.
- c. **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.
- d. **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.
- e. **Crediting of Deposits.** Deposits made on Sundays and Credit Union holidays will be credited to your account on the next business day. Ask for our current deposit cutoff time. 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.

#### 10. Account Access.

- a. **Authorized Signature.** In order to access any account, the Credit Union must have an authorized signature of yours on an a Member Application. The 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.
- b. **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.
- c. **ACH and 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. 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. 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.
- d. **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.

e. **Electronic Check Transactions.**

- i. **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.
- ii. **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.

11. **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.

12. **Transaction Limitations.**

- a. **Withdrawal Restrictions.** 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.

- b. **Transfer Limitations.** For Savings and Money Market accounts, you may make up to six (6) preauthorized, automatic, online, telephonic, or audio response transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member’s account upon oral or written orders including orders received through the automated clearing house (ACH). There is no limit on the number of transactions you may make in the following manner:
  - ii. Transfers to any loan account with the Credit Union;
  - iii. Transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union, and the Credit Union may impose a charge.

13. **Overdrafts.**

- a. **Your Overdraft Liability.** 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 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.
- b. **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, 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.
- c. **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. Courtesy Pay is not offered to minors, fiduciary or organizational accounts.
  - i. **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.

- ii. **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, 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.
- iii. **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.
- iv. **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.
- v. **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.
- vi. **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 overdraft, even if you have opted out of the service.
- vii. **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.

**14. Postdated and Staledated 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.

**15. Stop Payment Orders.**

- a. **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.**
- b. **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 will be effective for six (6) months. The Credit Union is not obligated to notify you when a stop payment order expires.
- c. **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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. Notices.**

- a. **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.
- b. **Notice of Amendments.** Except as otherwise prohibited by applicable law, the terms of this Union will notify you of any changes in account terms, rates, or fees as required by law. 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. 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. The Credit Union will consider any omission of information that was included in a previous Member Application of yours to have been intentional. Thus, for example, if your earlier Application designated a POD beneficiary and your current Card has no POD beneficiary designation, we will assume that you want your account to pass to your estate at your death and not to the beneficiary you designated earlier.

- c. **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.
- d. **Negative Information Notice.** We may report information about your loan, share or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.
- e. **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.

**22. 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 refuse to provide your TIN, the Credit Union may suspend the opening of your account, or you may request a non-dividend bearing account until a TIN is provided.

**23. 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.

- a. **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. or 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 your statements and checks are made available to you on the date the statement is mailed to you.
- b. **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.

- c. **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.
- d. **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.

**24. 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 dormant 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. The Credit Union will notify you of your account status at your last known address. Checking accounts will continue to incur the monthly maintenance fee until closed by the member. 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.

**25. 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.

**26. Termination of Account.**

- a. **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.
- b. **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.

- c. **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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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 county in which the Credit Union is located.

### FUNDS AVAILABILITY POLICY DISCLOSURE

This funds availability policy applies to your checking accounts. Deposits to other accounts may be subject to longer holds.

1. **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:

- a. Deposits made to our branch night depositories after 4:00 p.m. will be made on the next business day.
- b. Deposits made to offsite depositories after 8:00 a.m. will be posted on the next business day.
- c. Check deposits made at ATMs that are owned and operated by Credit Union will be available on the second business day after the day we receive your deposit. However, the first \$200 from a deposit of checks will be available at the time of deposit. All ATMs that we own or operate are identified as our machines. After you make your ATM deposit, your receipt will reflect your balance immediately available.
- d. For Deposits made through True North Mobile Capture, we will make \$1,000 per day available to you on the same business day that we receive your deposit. In some cases, we will not make all of the funds that you deposit available to you on the same business day that we receive your deposit. Remaining funds may not be available until the second business day after the day of your deposit. If you make a deposit and receive a Deposit Notification before 3:30 PM 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 3:30 PM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

2. **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 \$200 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.

3. **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.

4. **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:

- a. We believe a check you deposit will not be paid.

- b. You deposit checks totaling more than \$5,000 on any one day.
- c. You deposit a check that has been returned unpaid.
- d. You have overdrawn your account repeatedly in the last six months.
- e. 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.

5. **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 \$5,000 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 \$5,000 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 \$5,000 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.

6. **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 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.

7. **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, direct deposits, automated teller machines (ATMs), and audio response (Express Teller).

#### 1. Services.

- a. **ATMs.** You may use your card and access code in automated teller machines displaying the Coop, Plus, Alaska Option, STAR and Visa networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your card to:
  - i. Make deposits to your savings or checking account.
  - ii. Withdraw cash from your savings or checking account.
  - iii. Transfer funds between your savings account and your checking account.
  - iv. Obtain balance information for your savings account and your checking account.
- b. **Purchases.** You may use your Card to purchase goods and services any place the Card is honored by participating merchants and merchants accepting the Card and PIN at point of sale (POS) terminals. Funds to cover your Card purchases will be deducted from your checking account.
- c. **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.
- d. **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.

e. **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:

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

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

i. **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 security questions 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.

ii. **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 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 Express 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)

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. There are additional disclosures governing the use of Express PC and True North Mobile, as well as Mobile Deposit Capture.

g. **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 4. Member Liability. You remain responsible for notifying us of any unauthorized electronic check transactions shown on your statement.

## 2. Service Limitations.

### a. ATM Machines.

i. **Cash Withdrawals.** You may withdraw up to \$500 (if there are sufficient funds in your account) per day. You can do a total of 10 ATM and POS transactions per day. As this is a fraud protection, it may change if circumstances indicate that you or the Credit Union are at heightened risk.

ii. **Deposits.** Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.

iii. **Transfers.** You may transfer up to the available balance in your accounts at the time of the transfer.

b. **Purchases.** Check Card purchases are limited to \$5,000 per day. If you need a higher limit, please contact your local branch about the possibility of an increase. You can do a total of 15 signature based transactions per day. These are fraud protections and as such may change if circumstances indicate that you or the Credit Union are at heightened risk, or may be increased if the Credit Union expects a higher demand, such as holiday time. POS transactions are subject to a limit of \$2500 per day. Purchases may not exceed the available balance in your account (plus any applicable overdraft protection).

c. **Express Teller Phone.** 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. Also, there are certain limitations on transfers from savings and money market accounts. Transfers from savings or a money market account will be limited to six (6) in any one month. 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.

d. **Express PC and True North Mobile Services.** These services are accessible seven (7) days a week, twenty-four (24) hours a day.

i. **Transfers.** You may make funds transfers to your accounts or other accounts you authorize as often as you like. However, transfers from a Share Savings Account or Money Market Account will be limited to a total of six (6) in any one month. 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.

ii. **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.

iii. **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 4.

- iv. There are additional limitations on Mobile Deposit Capture functionality through True North Mobile which are detailed in your Mobile Deposit Capture disclosure.
  - e. **Express Pay Service.** 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. That disclosure can also be found on our website at [www.truenorthfcu.org](http://www.truenorthfcu.org).
  - g. **Illegal Use of Internet Gambling.** You agree that all transactions that you initiate by use of your VISA Check Card 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 VISA Check Card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions with the VISA Check Card.
3. **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.
4. **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 VISA 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) 771-4777 (during our business hours)

(800) 449-7728 (after our business hours)

Or write:

True North Federal Credit Union  
P.O. Box 34157  
Juneau, AK 99803

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

6. **Fees and Charges.** There are certain charges for the EFT services as set forth on the Rate and Fee Schedule.

- a. **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.
- b. **Foreign Transactions.** For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or (b) the government-mandated rate in effect for the applicable central processing date, plus 2%.
- c. **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.

7. **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.

- a. **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) 771-4777 to find out whether or not the deposit has been made.
- b. **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.

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

- a. As necessary to complete transfers;
- b. 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;
- c. To comply with government agency or court orders; and
- d. If you give us your written permission.

9. **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:

- a. 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.
- b. 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.
- c. 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.
- d. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- e. If the funds in your account are subject to legal process or other claim.
- f. If your account is frozen because of a delinquent loan.
- g. If the error was caused by a system beyond the Credit Union's control such as your Internet Service Provider.
- h. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can make a transfer or bill payment.
- i. If the error was caused by a system that we do not operate.
- j. If there are other exceptions as established by the Credit Union.

- k. The ATM machine may retain your card in certain instances, in which event you may contact the Credit Union about its replacement.

**10. Preauthorized Electronic Fund Transfers.**

- a. **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.
- b. **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.
- c. **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.

**11. 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.

**12. 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.

**13. Billing Errors.** In case of errors or questions about your electronic transfers, telephone us at (907) 771-4777 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.

- a. Tell us your name and account number.
- b. 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.

- c. 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 VISA 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.

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

- a. Be aware of your surroundings, particularly at night.
- b. Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- c. 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.
- d. 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.
- e. 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.
- f. If you are followed after making a transaction, go to the nearest public area where people are located.
- g. Do not write your personal identification number or code on your card.
- h. Report all crimes to law enforcement officials immediately.

**Administrative Office**  
**P.O. Box 34157, Juneau, AK 99803**  
**907-523-4778 | Fax 907-586-8078 | admin@truenorthfcu.org**

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**24 hr Express Teller Audio Response Service**  
**1-800-4-TELLER (outside local areas)**  
**907-771-4744 Anchorage | 907-328-4744 Fairbanks | 907-523-4744 Juneau**

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**24/7 Loans Toll-free: 1-866-564-2259**

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**Website: [www.TrueNorthFCU.org](http://www.TrueNorthFCU.org)**



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