

Electronic Banking Disclosure & Agreement



TRUE NORTH
FEDERAL CREDIT UNION

This True North Federal Credit Union Electronic Banking Disclosure and Agreement as amended from time to time ("Agreement") sets forth the terms and conditions governing the use of True North's Express PC and Mobile Banking electronic services ("E Banking Services"). Disclosure information that applies to Express PC and True North Mobile services offered by True North Federal Credit Union is given below.

Please read this Agreement completely and retain it with your personal records. By using, or allowing another person to use, E Banking services offered by True North Federal Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the terms "you" and "your(s)" refer to the member (if this is a joint account, singular pronouns shall include each of you), and the terms "we", "us", "our(s)", and "Credit Union" refer to True North Federal Credit Union. All agreements and disclosures shall be construed in accordance with the provisions of the Alaska Uniform Commercial Code (UCC). This Agreement contains the disclosures required by the Electronic Funds Transfer Act.

Electronic Disclosure of Online Banking Disclosure and Agreement

By accessing E Banking services, you acknowledge electronic receipt of the Credit Union's Electronic Banking Disclosure and Agreement. You agree that you have read this Agreement in its entirety and will abide by its terms and conditions. You understand that the Credit Union will not provide you with an additional paper (non-electronic) copy of this Agreement unless you specifically request it.

Right to Receive Documentation of Transactions

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. At minimum, you will receive a quarterly statement. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account.
Registration and Access

You may register for these services from either a desktop computer or your mobile device. Successful registration requires up to date and accurate identifying information in our system, so please keep your information current. You **MUST** have a valid email or phone number on record with the Credit Union to receive a verification passcode to successfully register for these services.

You are responsible for maintaining the confidentiality of your Username and Password. This information should be kept secure to prevent

unauthorized use and so you may report its loss or theft accordingly. You agree that you will not use or allow anyone else to use your login information for any transaction that is illegal under applicable federal, state, or local law.

Both Express PC and True North Mobile rely upon One Time Passcodes (OTP) to login from new devices or authenticate transactions considered to be higher risk. You will have the option to have these passcodes texted or emailed to contact information on account at the Credit Union, so it is important to keep your information current.

A mobile application giving you limited access to your account and certain transactions is available for download from the Apple App Store and Google Play on certain Mobile Devices

Accounts You Can Access:

Through this service, you will be able to access any personal account on which you are a joint member, owner or borrower, even if those accounts are under another account number. However, business accounts must be accessed individually.

Transactions Available

At the present time, you may use both services to:

- Transfer funds between your Checking, Share Savings Account and Money Market and Loan accounts.
- 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.
- If you are already a member, open new share, share draft money market and certificate accounts.
- Access Statements and Notices through our Electronic Statements platform. See the separate disclosure for that service for additional terms and conditions.

You May Also Use Express PC to:

- Establish budget goals, and track your performance.
- Download activity to your desktop book keeping service through Quicken.

You may also use True North Mobile to:

- Make Deposits to eligible Share accounts through Mobile Deposit Capture. See the separate disclosure for that service for additional terms and conditions.

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.

Limitations on Transactions

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

- 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.
- Account Information.** The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.
- E-Mail and Stop Payment Requests.** The Credit Union may not immediately receive e-mail communications that you send and the Credit Union will not take action based on e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be a written request and will expire in six months. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, see Section 4.
- True North does not assess any fees for access to Express PC or True North Mobile services as described in this disclosure. Additional services may be added in the future that includes fees, and those fees will be separately disclosed. However, Mobile carrier, internet, and data fees may apply. The Credit Union shall not be responsible for paying these fees.

Transfers to and from other Financial Institutions

You may initiate credits or debits to your account via ACH ("Automated Clearing House") transfer. You represent that you have the authorization to debit or credit the account at the receiving financial institution. You acknowledge that your rights and responsibilities under the law are outlined in the Federal Reserve Board's Regulation E which is included in the Credit Union's Membership Agreement. 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 agree that if you receive funds by 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.

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 transactions.

The Credit Union will make every effort to process, transmit and settle for transactions, but is not liable for any inconsequential, special, punitive or indirect loss or damage if the transaction is delayed. You understand that if the account number and name on the transaction are inconsistent, the receiving financial institution may credit/debit the account solely on the account number. The Credit Union will not be held responsible for losses incurred due to an inaccurate routing or account number having been supplied in the ACH Authorization Agreement. You agree to maintain an account at the credit union with available funds to cover any credit entries transmitted on your behalf or fund any returns received for prior debit entries transmitted by the Credit Union during the term of the agreement. The Credit Union may debit any account maintained by you to satisfy amounts owed.

Fees will be charged for any returned item in accordance with the Credit Union's schedule of fees.

Security

You agree: (i) to comply with all security procedures the Credit Union provides in connection with the E Banking Services; (ii) to take reasonable steps to safeguard the confidentiality and security of any and all passwords and access codes (collectively, "Codes") related to the E Banking Services, along with any other proprietary information the Credit Union provides in connection with these Services; (iii) to limit access to your computer and Mobile Device to persons who have a need for such access and who you reasonably believe present no threat to your accounts; (iv) to notify the Credit Union immediately if you have any reason to believe the security or confidentiality of your account(s) has been or may be breached or if your computer or Mobile Device has been compromised, lost or stolen; and (v) not to use any personally-identifiable information (e.g., name, account number, social security number) when providing shortcuts to or creating nicknames for your accounts. The Credit Union may require you to change your Codes at any time. The Credit Union may deny access to the E Banking Services without prior notice if it is unable to confirm to its satisfaction any person's authority to access the E Banking Services or if the Credit Union believes such action is necessary for security reasons. If you provide a person with access to your Codes, or otherwise authorize their use of your account, computer or Mobile Device, you will be liable for any transactions that person enters into.

Restrictions on Use

You agree not to use E Banking Services in or for any illegal, fraudulent, unauthorized, or improper manner or purpose, including but not limited to illegal gambling, or in a manner contrary to any contractual provisions to which you are bound. You will only use the E Banking Services in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. You represent and warrant that you are an authorized Credit Union member and are able lawfully to enter into contracts. You understand that if you are in default of a loan agreement with True North, your access to these services may be restricted, suspended or terminated.

Member Liability

You are responsible for all transfers you authorize using E Banking Services under this Agreement. If you permit other persons to use the service or give them your login information, 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 or access information and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. 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, 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 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.

How to Notify the Credit Union in the Event of an Unauthorized Transaction

If you believe that someone has used your access code without your permission, call (907) 523-4700, email memberservice@truenorthfcu.org, or write: True North Federal Credit Union, P.O. Box 34157, Juneau, AK 99803.

Business Days

For purposes of these disclosures, our business days are Monday through Friday, excluding holidays.

Our 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 or access device fails or malfunctions or any of the Credit Union's E Banking 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 the error was caused by a system that we do not operate.
- i. If there are other exceptions as established by the Credit Union.

Limitation of Liability

The E Banking Services are provided "AS IS" and "AS AVAILABLE."

Without limiting the foregoing: i) the Credit Union does not represent or warrant that you will have continuous or uninterrupted access to the Services or that any function of the Mobile Services will be error-free; ii) the Credit Union will not be liable to you for any damages arising out of or related to a failure of any communication network, communications equipment, software, or in connection with any other event beyond the Credit Union's control; iii) the Credit Union will not be liable to you for any damages arising out of or related to the accuracy or completeness of information supplied through the Mobile Services. THE CREDIT UNION MAKES NO REPRESENTATION OR WARRANTY RELATED TO THE SERVICES, INCLUDING, WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND TITLE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

IN NO EVENT WILL THE CREDIT UNION OR ANY OF ITS OFFICERS, DIRECTORS, AFFILIATES, AGENT, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED IN THIS AGREEMENT.

Risks of Mobile Devices. YOU UNDERSTAND THAT THERE ARE RISKS ASSOCIATED WITH USING A MOBILE DEVICE, AND THAT IN THE EVENT OF HACKING, OTHER ELECTRONIC SECURITY FAILURE, THEFT, OR LOSS, YOUR CONFIDENTIAL INFORMATION COULD BE COMPROMISED.

Indemnification

You agree to indemnify, defend, and hold the Credit Union and its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third party claims, liability, damages, and/or costs (including without limitation reasonable attorneys' fees) arising out of or related to: (a) information, data, files, or other material you submit to the E Banking Service, including without limitation claims of infringement of privacy or intellectual property rights or misuse or misappropriation of data; (b) allegations of your breach of these Terms of Use or of fraud or manipulation committed by you; (c) a dispute with you over the purchase or sale of goods or services or over the terms and conditions of any agreement; (d) your alleged violation of any law or of the rights of a third party; (e) the use of your account by any third party; (f) losses resulting from the loss or misuse of your computer or Mobile Device; or (g) your misuse of the E Banking Service. The Credit Union reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification, in which case you will cooperate at your expense with the Credit Union in asserting the defense. You will not settle any action or claims on the Credit Union's behalf without its prior written consent.

Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or the transfers you make:

- a. when it is necessary to complete the transaction;
- b. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c. in order to comply with government agency or court orders or other legal process;
- d. if you give us your prior oral or written permission.

Address Change

You are required to keep the Credit Union informed of your current mailing address to ensure correct mailing of monthly statements. You should also keep your email address and cell phone number up to date

to ensure that the Passcode, and password reset functionality in Express PC can function appropriately, and to ensure you receive notification that Estatements and Notices are available to be viewed. You may submit address changes through Express PC. Failure to maintain a correct address may result in a fee, disclosed in the Fee Schedule.

Amendments

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 E Banking service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

Termination

The Credit Union can elect to discontinue or modify these services at any time. Further, you agree that we may terminate this Agreement and your use of Express PC and True North Mobile, 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. This includes being in default of a loan agreement

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.

Collection Costs

You agree to pay the Credit Union our reasonable expenses, including court costs and attorney's fees, for enforcing our rights under this Agreement.

Additional Benefit Enhancements

From time to time, the Credit Union may offer additional services to you in connection with your accounts. Some services may be provided at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

Reservation of Rights

Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

Proprietary Rights

These terms do not grant you a license to any software used to provide the Services or associated with the E Banking Services. The logos, service marks, and trademarks ("Trademarks") used by the Credit Union belong to the Credit Union and its licensors. You are granted no license to any Trademark, by implication, estoppel, or otherwise.

Other Agreements

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

Severability

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

In Case of Errors or Questions About Your Electronic Transfers

As soon as possible, telephone us at (907) 523-4700 or write us at 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 new account transaction errors). If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 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.

11/8/2016