

Denali Alaskan

FEDERAL CREDIT UNION

Membership & Account Agreement





MEMBERSHIP AND ACCOUNT AGREEMENT

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Denali Alaskan Federal Credit Union

MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement is the contract of deposit which covers your and our rights and responsibilities concerning Membership and Account(s) offered to you. In this Agreement, the words “you” and “yours” mean those who sign the Account Card (“Account Card”). The words “we,” “us,” and “our” mean Denali Alaskan 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 Account Card. By signing the Account Card or completing or transmitting an Online Account Card or service request that is a part of the 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.

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. When you open an account, we will ask you your name, address, date of birth and other information that will allow us to identify you. We will also ask to see your driver’s license or other identifying documents.

I. 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 satisfy the membership qualifications as required by the Credit Union's Bylaws. You authorize us to check your financial information data, and employment history about you by any means allowed by law, including obtaining a credit report or credit score from any consumer reporting agency to verify your eligibility for any accounts and services we offer or 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. Any account owned by two or more persons is a joint account.

a. Rights of Survivorship. If your account is a joint account, the account is owned as a joint account with rights of survivorship. If the account is not a joint account and there is no Payable on Death (POD) beneficiary, 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. Federal Benefits deposited to the account subsequent to the death of one joint owner, such as Social Security, do not become property of the remaining joint account owners.

b. Rights of Joint Account Owners. Any joint account owner is authorized and deemed to act for the other owner(s) and 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, stop payment on items drawn on an account, withdraw, or pledge all or any part of the shares of any account, including funds representing a membership share, 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). 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. Only a primary member may remove another joint owner from the account. A joint account owner may request removal from a joint account at any time, without notice or consent of any other account owners, but shall remain liable for any account activity prior to removal.

c. Joint Account Owner Liability. If any item deposited in a joint account is returned unpaid or an account is overdrawn, 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 benefitted 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. 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 lifetimes, 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 right 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.

5. Accounts for Minors. For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner to have a parental joint account owner 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. 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 account owner(s).

6. Accounts for Living Trusts. An account of a living trust is an individual account held by one or more trustees of a trust for the benefit of one or more beneficiaries pursuant to a revocable trust agreement. Upon request of the Credit Union, the trustee shall sign an Account Authorization Card and provide any other evidence of the trustee's authority the Credit Union requires. Trustee warrants that a valid living trust has been created, is currently existing, and that the trustor and primary beneficiary are eligible for membership in the Credit Union. The Credit Union does not act as a trustee and is under no obligation to inquire as to the powers or duties of the trustee(s). Trustee agrees to notify the Credit Union in writing if a change of trustee occurs. Credit Union may withhold payment of funds to any party until proper evidence of authority is provided. Credit Union may rely upon the directions of any one trustee until a written notice of revocation of the living trust is received. Funds may be released to any one trustee acting alone or with a cotrustee. The trustee(s) agrees to indemnify and hold Credit Union harmless of any liability, claim, damage or loss arising as a result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which Credit Union relies prior to notice of revocation of the trust. This Agreement shall be binding on the trust, any trustee, successor trustee and beneficiaries.

7. 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.

8. 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. All accounts are nonassignable and nonnegotiable to third parties. You agree and understand that the Credit Union may implement accounting features that treat checking accounts as a checking account and a subsavings account in order to minimize the Credit Union's reserve requirements on such accounts. These features will have no impact on your account. Certificate accounts are governed by the terms of this Agreement and the terms and disclosures on your Certificate Account Receipt for each account, which is incorporated herein by this reference. 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 indemnity. 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.

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 on the back of the check between the top edge and 1½ 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 make 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 endorsed by you that are returned to the Credit Union unpaid, 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. 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.

9. Account Access.

a. Authorized Signature. In order to access any account, the Credit Union must have an authorized signature of yours on an Account Card. 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 from your account in any manner which is permitted by the Credit Union (i.e., check, automated teller machines (ATMs), debit card, in person, by mail, automatic transfer, audio response, personal computer, 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 & Wire Transfers. If offered, you may initiate or receive 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 Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.

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.

a. **Electronic Checks.** If you authorize a merchant to electronically debit your checking account using the routing, account and serial number of 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 Part III. Electronic Fund Transfer Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.

b. **Electronic Re-presented Checks.** If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, 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 on 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 Part III. 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 of any electronic re-presented checks, 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 for any other reason the item is deemed ineligible for collection.

10. 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 and each Certificate Account Receipt, 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.

11. 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 (except checks of up to 60 days, as required by law, before such withdrawal.)

12. Overdrafts.

a. 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 or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds check. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Rate and Fee Schedule. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays a draft that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

b. Overdraft Protection Plan. If we approve your request for overdraft protection, we will provide an overdraft protection plan for you. We will honor drafts drawn on insufficient funds in any checking account by transferring the funds from a deposit or loan account to your checking account as you have directed. If you elect to have transfers from shares, funds will be transferred in the amount necessary to clear the overdrawn item. The fee for each overdraft transfer is set forth on the Rate and Fee Schedule. Transfers from a deposit account will be governed by this Agreement. Transfers from your line of credit account will be governed by the applicable loan agreement. Overdrafts paid by us otherwise, will be governed by and subject to the current fees and conditions of our GOPlus program policy. The GOPlus program allows automatic, temporary, limited overdrafting of a share draft account for qualified members.

13. Postdated and Stale Dated Items. You authorize us to accept and pay any check, even if the check is

presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the item. You may make an oral notice which will lapse within fourteen (14) calendar days unless continued in writing, within that time. A written notice will be effective for six (6) months. A written notice may be renewed in writing from time to time. You also agree not to deposit checks, drafts, or other items before they are properly payable. 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 months after its date.

14. 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, 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 three (3) banking days before the scheduled date of transfer. You must state the number of the account, date and exact amount of the check or ACH and the number of the check or originator of the ACH debit. 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 recredit 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. A written stop payment order may be renewed in writing from time to time. The Credit Union is not obligated to notify you when a stop payment order expires. ACH stop payments can be a one-time stop pay or can be effective for twelve months.

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 indorsee in failing to stop payment of an item as a result of incorrect information provided by you.

15. 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.

16. Credit Union's Liability for Errors. If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will 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 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 nonactions are consistent with applicable state law, Federal Reserve 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 payments 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.

17. Credit Union Lien and Security Interest.

To the extent you owe the Credit Union money as a borrower, guarantor, indorser 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 nonassignable and nontransferable to third parties.

18. 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.

19. 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 in 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 with 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; or (5) pursuant to the terms of the Privacy Policy or Affiliate Marketing Notice, attached hereto.

20. Notices.

a. Name or Address Changes. 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. A member change of address request can be performed in person, through the mail, over the telephone, or online via Home Banking. If the Credit Union attempts to locate you and your address is incorrect, the Credit Union may impose a service fee as set forth on the Rate and Fee Schedule.

b. Notice of Amendments. Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. Changes in account ownership, such as adding or removing a joint account owner, must be evidenced in writing. Only a primary member may remove another joint owner from the account.

c. Effect of Notice. Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when

it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account.

21. 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 payments 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.

22. Statements.

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. For checking accounts, you understand that when paid, your original check (or substitute 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. 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 reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, or unauthorized item drawn on your account if (1) you fail to notify the Credit Union within sixty (60) days of the mailing date of the earliest statement 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 charge 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.

23. Dormant and Abandoned Accounts. If you have an account that you have not made a withdrawal from, deposit to, or transfer involving your account for more than twelve (12) months and the Credit Union has been unable to contact you by regular mail during that period, the Credit Union may classify your account as a dormant account. If the account has a balance of less than \$200, the Credit Union may charge a dormant account service fee as allowed by applicable law and set forth on the Rate and Fee Schedule. Thereafter, dividends will not be paid on the account if the balance falls below any minimum balance requirement. After twenty-four (24) months, if an account continues to not have any transaction (withdrawal, deposit, or transfer) then the balance in the account may be moved to an Unclaimed Share Account and the inactive account may be closed. The Unclaimed Share Account may continue to be charged a dormant account service fee as allowed by applicable law and set forth in the Rate and Fee Schedule. The Credit Union will notify you at your last known address prior to imposing any fee as required by law. Checking accounts will continue to incur any applicable fees until closed by the member, or until closed by the Credit Union when funds are transferred to an Unclaimed Share Account. You authorize us to transfer funds from an available account of yours to cover checking account fees, 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.

24. Death of Account Owner. 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.

25. Termination of Account. 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) there are excessive returned unpaid items not covered by an overdraft protection plan; or (6) if there has been any misrepresentation or any other abuse of any of your accounts. 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.

26. 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. For more information, please refer to the Credit Union's Member Expulsion and Denial of Service Policy, available upon request.

27. Special Account Instructions. You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. 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 or 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. You understand that the Credit Union may choose to retain electronic or imaged copies of any original document and you agree that an electronic or imaged copy is valid as an original document.

28. 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.

29. 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.

30. 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 judicial district in which the Credit Union is located.

31. Waiver. 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.

II. FUNDS AVAILABILITY POLICY

1. General Policy. For savings accounts, we reserve the right to place reasonable holds on deposit funds to the extent permitted by law. For checking accounts, our funds availability policy is set forth below. For checking accounts, our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will 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 7:00 p.m. 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 7:00 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.

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 first business day after the day we receive your deposit. Depending on the type of check that you deposit and the manner of

deposit, funds may not be available until the sixth business day after the day of your deposit. However, the first \$200 of your deposit will be available on the first business day following the deposit date. If we are not going to make all of the funds from your deposit available by the second 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. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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 fifth business day after the day of your deposit.

5. Special Rules for New Accounts. If you are a new member, the following special rules may apply during the first 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 fifth 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 business day after the day of your deposit. Funds from all other check deposits will be available no later than the fifth business day after the day of your deposit.

6. Deposits at Automated Teller Machines. Funds from any deposits made at automated teller machines that we do not own or operate may not be available until the sixth business day after the day of your deposit.

III. ELECTRONIC FUNDS TRANSFERS

By signing the Account Card, completing and transmitting an online account card or service request, or signing or using a VISA Check Card (Card) or using any electronic funds transfer service, you agree to the following terms governing your and our rights and responsibilities concerning the electronic funds transfer services, as applicable. Terms and conditions set forth elsewhere in this Agreement shall also apply to your electronic funds transfer service. Electronic funds transfers (EFTs) are electronically initiated transfers of money through direct deposits, automated teller machines (ATMs), audio response, Personal Computer Banking and Point of Sale (POS) transactions involving your deposit accounts at the Credit Union.

1. Services.

a. ATMs. You may use your Card and Personal Identification Number (PIN) in automated teller machines within the ATM networks as designated by the Credit Union. At the present time, you may use your Card to make the following transactions:

- (1) Withdraw cash from your share/checking account(s). (See withdrawal limits.)
- (2) Transfer funds between your share and checking accounts.
- (3) Make deposits to the accessed share/checking account(s).
- (4) Withdraw cash within the limits available from an accessed Line of Credit.
- (5) Make payments to any accessed loan suffix.
- (6) Pay for POS purchases at participating merchants who have agreed to accept the Card at Point of Sale (POS) terminals within the networks designated by the Credit Union. Not all of your accounts may be accessible with your Card, and some of the above services may not be available at all Alaska Option/Plus Network locations.

b. Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of Federal recurring payments, such as Social Security.

c. InTouch 24 Audio Response/Personal Computer Banking. If we approve your application for audio response or personal computer (PC) access to your accounts under the InTouch 24 Audio Response and Personal Computer Banking service, a separate four (4) digit PIN or Security Code will be assigned to you. You must use your Security Code along with your account number to access your accounts. InTouch 24 audio response and Personal Computer Banking service is accessible seven (7) days a week, 24 hours a day. You may access InTouch 24 from Anchorage by calling (907) 257-7224 or from Fairbanks by calling (907) 456-1937 or (800) 764-1123, option 2. The online address for Personal Computer Banking is: **www.denalifcu.org**. There may be times when you are unable to process your transaction if our database is offline or if all telephone lines are in use.

(1) Types of Transactions You May Make.

You may make the following transactions:

- Request a withdrawal by check from your share or checking account to be mailed to your address of record.
- Transfer funds from your checking and share account to your other Credit Union accounts.
- Inquire about your share, checking and certificate account balances.
- Inquire if a check has cleared on your checking account.
- Inquire about your loan balance(s). Find out the interest you have paid on your loans and dividends earned on your share and certificate accounts for this year and last year.
- Make bill payments through the Easy Pay service.
- Apply for a loan using our Loan-by-Phone Option or applying on-line.
- Access your loan accounts by the Personal Computer Banking Service. (Loan advance transfers and withdrawals will be subject to the loan agreements governing those accounts.)

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

The Credit Union does not make any warranty, express or implied, to you regarding the Quicken or Money software programs including but not limited to any warranty of merchantability or fitness for a particular purpose.

(2) Verification. All requests for check withdrawal by use of your PIN with InTouch 24 are subject to verification. Checks will be made payable only to the primary member on the account and will be sent only to the address of record. Your separate main menu card lists all of the functions. All transactions are subject to availability of funds within the designated account(s).

d. Electronic Check Transactions. You authorize us to honor any electronic check conversion transaction and re-presented check fee

debit transactions you authorize (“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, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in subsection six (6) of this section. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

2. Service Limitations.

a. ATM Withdrawal Limits. For security reasons, withdrawal limits have been established for electronic funds transfers at automated teller machines (ATMs). You may withdraw a maximum of up to \$510 per day, subject to any lower limitations specific ATMs may impose (if there are sufficient funds in your account). This limit is in addition to the amount of withdrawals from POS terminals for purchase of goods and services.

b. VISA Check Card/POS Purchases. The daily limits for POS Purchases depend on the type of transaction. There is a \$5,000 limit (if there are sufficient funds in your account) per day for “Signature Based” POS purchases. There is a \$2,510 limit (if there are sufficient funds in your account) per day for Personal Identification Number (PIN) based (POS) purchases. There is no limit on the number of purchase transactions that you may make with your Card per day. No purchase may exceed the available funds in your account (up to \$5,000). The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. We have enabled non-Visa debit transaction processing. This means you may use your Visa debit card on a PIN-

Debit Network* (a non-Visa network) without using a PIN. The non-Visa debit network(s) for which such transactions are enabled are Alaska Option and PLUS networks. Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa debit card include signing a receipt, providing a card number over the phone or via the internet, or swiping the card through a point-of-sale terminal. Examples of types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN. The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (e.g. Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network and the liability rules for other EFTs in subsection six (6) will apply. VISA rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card.

c. Authorization Requests by Vendors. From time to time, vendors may request that we hold an amount of money that may be higher or lower than your subsequent purchase from that vendor, but will ensure that a specified minimum amount of funds are available for your purchase. When we receive these requests, we hold the amount requested until we receive a final posting from the vendor. When the transaction is complete, the exact amount of your purchase is posted to your account.

d. InTouch 24. Your accounts can be accessed under InTouch 24 via a Touch Tone telephone only. Not all pushbutton phones are Touch Tone. Converters may be purchased for pulse and rotary dial phones. InTouch 24 service will be available for your convenience seven (7) days per week. This

service may be interrupted for a short time each day for data processing. If you call during this time you will hear, "For assistance, contact Credit Union office during business hours." While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are certain limitations on transfers from savings and money market accounts. Transfers from a money market account will be limited to six (6) in any one month. The Credit Union reserves the right to similarly limit transactions from a savings account, pursuant to federal regulations. 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.

3. Personal Computer Banking Service Limitations. The following limitations on Personal Computer Banking transactions may apply:

a. Transfers. You may make funds transfers to your other accounts as often as you like. However, transfers from your money market accounts 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 up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. 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.

b. Cross-Account Transfers. You may make funds transfers from your account to other members' accounts as often as you like, subject to the same restrictions for transfers between your own accounts, as outlined in the preceding paragraph.

c. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.

d. E-Mail. You may use e-mail to send messages to us. E-mail may not, however, be used to initiate a transfer on your account or a stop payment request. 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. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number designated in this agreement.

e. Bill Payments. You authorize us to process bill payments from your designated account. You may use the Easy Pay service to initiate three different types of payment transactions:

- “Manual Payments” are payments that you initiate each payment by setting the payment amount and due date. The payment can be canceled or changed through Easy Pay up until 12:00 midnight before the Scheduled Debit Date.
- “Automatic Payments” are payments that are recurring on a fixed due date and fixed amount. You have an option in the Easy Pay system to set Automatic Payments to continue indefinitely or set a maturity date. The payment can be canceled or changed through Easy Pay up until 12:00 midnight before the Scheduled Debit Date.

Number and Authorized Payees. You may schedule payments up to a maximum of 250 payees located in the United States. You may not make payments to a federal, state or local government or other categories of payees we designate from time to time. When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from the account you choose within the bill pay system. We will process bill payment transfer requests only to those payees the Credit Union has designated in its instructions (user instructions and help page are located on-line at the Easy Pay system) and such payees as you authorize and for whom the Credit Union has the proper payee code number. The Credit Union will not process any bill payment transfer if we know

the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

f. Processing Payments. The amount of your requested bill payments will be deducted from your account on the scheduled debit date and will be processed by us on that date. Therefore, you must have sufficient funds available to cover your payment on the scheduled debit date. There is a dollar limit of \$25,000 (or your available balance) on any payment and/or payment date.

Bill payments are delivered to the payee either electronically, which may take up to two business days from the Scheduled Debit Date, or by check to those payees not set up to accept electronic payments, which may take up to five business days from the Scheduled Debit Date. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least six (6) business days before a bill is due. If you do not allow sufficient time, you assume full responsibility for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization. If funds are not available in your account on the Scheduled Debit Date, we will look at the account on the next business day to withdraw funds and process payment..

g. Canceling or Changing Bill Payments. Payments designated as “Today” transactions cannot be stopped, canceled or changed once your Easy Pay session has ended. You may cancel or stop payment on future and recurring bill payments instructions under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a bill payment that you have

already scheduled for transmission through the Easy Pay service, you may electronically edit or cancel your payment request through the Easy Pay service. Your cancellation request must be entered and transmitted through the Easy Pay service before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment.

If you wish to place an oral stop payment on a recurring bill payment transaction, not using the Easy Pay service, the Credit Union must receive your oral stop payment request at least three (3) business days before the Scheduled Debit Date. You may call the Credit Union at the telephone number set forth in this agreement to request a stop payment. If you call, the Credit Union may require you to confirm your stop payment request in writing within 14 days after the call.

4. Conditions of Card Use. The use of your Card and Account are subject to the following conditions:

a. Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You agree that all transactions that you initiate by use of an electronic funds transfer including a Debit 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 electronic funds transfers may only be conducted 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 by use of an electronic transfer or Debit Card.

b. Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Currency Conversion/Foreign Transaction Fee. Purchases, cash advances, PIN-based and POS transactions made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is 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 the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged a Foreign Transaction Fee of up to 2% of the transaction amount for any card transaction made in a foreign country.

5. Security of Security Codes. The personal identification number or security code (“security code”) that you select is for your security purposes. The security code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your security code. You agree not to disclose or otherwise make your security code available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your security code, you understand that person may use the Personal Computer Banking service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your security code and you agree that the use of your security code will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your security code in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your security code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your security code is changed. If you fail to maintain or change the security of these security codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

6. 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 PIN/Security 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 PIN/Security 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 fraudulent in handling your VISA Check Card and you provide us with a completed dispute packet, as provided to you by the Credit Union for you to complete regarding your unauthorized VISA Check Card claim, otherwise the liability limits discussed in the remainder of this section 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. Your liability for unauthorized Quick Cash Line of Credit transactions through an EFT service is \$50.

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 period. If you believe your Card has been lost or stolen, security code misused, or that someone has transferred or may transfer money from your account without your permission, call: (907) 257-7200, option 3, during business hours. To report a lost or stolen card, call (800) 556-5678 (available 24 hours a day.) You can also contact us electronically by sending an email message to info@denalifcu.com or write:

Denali Alaskan Federal Credit Union
440 East 36th Avenue
Anchorage, AK 99503

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

8. Fees and Charges. The fees for electronic funds transfer services is set forth on the Rate and Fee Schedule. 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. If you conduct an ATM or debit card transaction and you have provided an opt-in for the Overdraft Protection service or you conduct any other electronic funds transfer and overdraw your account, you agree to pay an overdraft fee as outlined in our Rate & Fee Schedule.

9. Right to Receive Documentation of Transfers.

a. Periodic Statements. Transfers, withdrawals, and purchases transacted through an ATM or POS terminal or through the InTouch 24/ Personal Computer Banking service will be recorded on your periodic statement provided by mail or electronically. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may request that your statement be provided electronically.

b. Terminal Receipt. You have the option to get a receipt at the time you make a transaction (except inquiries) using an ATM or POS terminal or with a participating merchant.

c. Direct Deposits. If you have arranged to 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 find out whether or not the deposit has been made by calling (907) 257-7200, option 3.

10. Right to Stop Payment on Preauthorized Transactions. If you have told us in advance to make regular payments out of your account, you can stop these payments subject to the restrictions set forth in this agreement. We may charge you for each stop payment order you give. (For stop payment charges, please refer to the Rate & Fee Schedule.)

If you wish to make a stop payment, call us at the phone number listed or write to us at the address listed in Section 15 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may require you to confirm your request in writing within fourteen (14) days after you call.

If these regular payments may vary in amount, the institution you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

11. Account Information Disclosure. Maintain the confidentiality and privacy of your account information in accordance with our privacy policy. We will disclose information to third parties about your account or the transfers you make in the following limited circumstances:

- 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;
- d. If you give us your express permission; or
- e. Otherwise pursuant to the Privacy Policy and Affiliate Marketing Notice, attached hereto.

12. 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 losses or damages. Our sole responsibility for an error will be to correct the error. In no case will we be liable for any indirect, special or incidental damages. Also, we will not be liable for the following:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is closed, or the transfer would go over the credit limit on your line of credit.
- b. If you used the wrong security code or you have not properly followed any applicable computer, or Credit Union user instructions for making

- transfer and bill payment transactions.
- c. If the Card has expired or is damaged and cannot be used.
 - d. If the automated teller machine (ATM) where you are making the transfer does not have enough cash or was not working properly and you knew about the problem when you started the transaction.
 - e. If your computer fails or malfunctions or the Personal Computer Banking service was not properly working and such problem should have been apparent when you attempted such transaction.
 - f. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
 - g. If the funds in your account are subject to an administrative hold, legal process or other claim.
 - h. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or bill payment or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty or interest is assessed against you.
 - i. If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
 - j. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by Credit Union.
 - k. If there are other exceptions as established by the Credit Union from time to time.

13. Termination of EFT Services. You agree that we may terminate this Agreement and your use of the Credit Union's EFT services if you or any authorized user of your PIN or Security Code breach this or any other agreement with us, or if we have reason to believe that there has been an unauthorized use of your PIN, Security Code or Card. In addition, we

reserve the right to terminate the service if you fail to use the service for more than two consecutive billing cycles.

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 business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

14. Notices. 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 this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

15. Billing Errors. In case of errors or questions about your electronic transfers, telephone us at the phone number or write us at the address set forth below as soon as you can. 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 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) calendar days. You agree that you will fill out the required dispute packet, as we may request, to facilitate our investigation. You can contact us electronically by sending an e-mail message to info@denalifcu.com, or write:

Denali Alaskan Federal Credit Union
440 East 36th Avenue
Anchorage, AK 99503

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 question and 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 recredit your account within ten (10) business days (five (5) business days for VISA Check Card purchase 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 to 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) we relied upon to conclude that the error did not occur.

16. 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. This Agreement shall be governed by and construed under the laws of the State of Alaska as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. 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 Alaska 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. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

IV. PRIVACY POLICY

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand Denali Alaskan Federal Credit Union's Privacy Policy.

At Denali Alaskan Federal Credit Union, we respect the privacy of our members. We recognize the importance of maintaining the confidentiality of your personal financial information. This notice describes the privacy policy and practices followed by Denali Alaskan Federal Credit Union. This notice explains what types of member information we collect and under what circumstances we may share it.

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

- Name, address, Social Security number, and income
- Account balances and transaction history
- Credit history and credit scores

When you are *no longer* our member, we will not share your information except as permitted or required by law as described in this notice.

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Denali Alaskan Federal Credit Union chooses to share; and whether you can limit this sharing.

Questions: Call (800) 764-1123, option 3, or (907) 257-7200, option 3, send us an email at info@denalifcu.com, or write to us at: Denali Alaskan Federal Credit Union, 440 E. 36th Avenue, Anchorage, AK 99503-4136.

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

How does Denali Alaskan Federal Credit Union protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also restrict access to nonpublic personal information about you to those employees and volunteers who need to know the information to provide products or services to you.

How does Denali Alaskan Federal Credit Union collect my personal information? We collect your personal information, for example, when you:

- open an account or apply for a loan
- apply for any credit union service
- you visit our website, provide us information on any online application or transaction, or information you send to us by email.
- use your credit or debit card or pay your bills
- make deposits to or withdrawals from your accounts

We also collect your personal information from others, including credit bureaus or other companies.

<i>Definitions</i>	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Our affiliates include financial companies such as Denali Alaskan Insurance, LLC, a provider of insurance products.</i>
Non-Affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Denali Alaskan Federal Credit Union does not share with nonaffiliates so they can market to you, except for our joint marketing arrangements.</i>
Joint Marketing	A formal agreement between Denali Alaskan Federal Credit Union and a nonaffiliated company where we jointly market products or services to you. <ul style="list-style-type: none"> • <i>Our joint marketing partners include financial service providers.</i>

Why can't I limit all sharing? Federal law only gives you the right to limit information sharing as follows:

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

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

Affiliate Marketing Notice

Denali Alaskan Federal Credit Union

Denali Alaskan Insurance

This notice is provided to you by Denali Alaskan Federal Credit Union. Federal law requires us to provide this notice to inform you of your choice to limit some but not all marketing from our affiliate, Denali Alaskan Insurance. You may limit our affiliate insurance company, Denali Alaskan Insurance, from marketing its products or services to you based on your personal information that we collect and share with them which may include your name, account history, and credit history. Your choice to limit marketing offers from our affiliate will apply until you tell us to change your choice.

To limit marketing offers, please contact us:

By telephone: Call (907) 257-7200, option 3, or toll-free at (800) 764-1123, option 3

By mail: Check the box and send completed form to:
Denali Alaskan Federal Credit Union
ATTN: Member Contact Center
440 East 36th Avenue
Anchorage, AK 99503

Do not allow your affiliate to use my personal information for marketing purposes

Member Name

Address

Account # _____

Date _____

Signature

Anchorage

Financial Center - 440 E. 36th Ave.
Abbott - 1725 Abbott Road (inside Carrs)
City Hall - 632 W. Sixth Avenue, Ste. 100
Southside Financial Ctr. - 1501 E. Huffman Road, #191
Jewel Lake - 4000 W. Dimond Boulevard
Minnesota Drive - 3020 Minnesota Drive
Northway Mall - 3101 Penland Parkway (inside Carrs)
South Anchorage Walmart - 8900 Old Seward Hwy.
Tikahtnu Commons - 1118 N. Muldoon Road, #145

Eagle River

Carrs - 11409 Business Boulevard
Walmart - 18600 Eagle River Road

Fairbanks

322 Old Steese Highway
Bentley Mall - 30 College Road (inside Safeway)
University Center - 3627 Airport Way, Ste. 2 (inside Safeway)
Walmart Johansen - 537 Johansen Expressway

Kenai

Walmart - 10096 Kenai Spur Rd.

Juneau

9101 Glacier Highway

Wasilla

Carrs - 595 E. Parks Highway

**For branch maps, hours and services, visit our web site:
www.denalifcu.org**

Convenience Services

Member Contact Center

Mon.- Fri., 8:00 a.m.- 6:00 p.m.

Saturday 10:00 a.m. - 6:00 p.m.

(907) 257-7200, option 3 or (800) 764-1123, option 3

InTouch 24 Phone Teller - 24 hours a day

(907) 257-7224 (ANC) / (907) 456-1937 (FBX)

or, (800) 764-1123, option 2

Personal Computer Banking - 24 hours a day

www.denalifcu.org

Loan by Phone - 24 hours a day

257-RATE or (800) 764-1123, opt. 5