

# SHARE ACCOUNT DISCLOSURE STATEMENT

**Business,  
Organization,  
Association, and  
Public Unit**

***AlaskaUSA***<sup>®</sup>  
*Federal Credit Union*

[alaskausa.org](http://alaskausa.org)

## **CONTACT INFORMATION**

Please contact us with any questions about these disclosures or with any concerns related to your account.

**By Phone:  
907-563-4567  
800-525-9094**

**Available 24 hours a day, 7 days a week**

**In Writing:  
Alaska USA Federal Credit Union  
P.O. Box 196613  
Anchorage, AK 99519-6613**

**In Person:  
You may also talk to us in person at any of our branches.**

This Share Account Disclosure Statement is part of the Account Agreement that you signed to establish your account with Alaska USA Federal Credit Union (hereinafter referred to as Alaska USA or Credit Union).

Please read this Share Account Disclosure Statement carefully as it contains important terms that impact your account. If you have any questions, contact us as detailed in the Contact Information section of this disclosure.

## GENERAL TERMS AND CONDITIONS

**1. Membership.** In order to receive account services with Alaska USA, business entities must qualify for membership as defined in the Credit Union's Field of Membership. The organization, association, sole proprietorship, corporation, partnership, limited liability company, or public unit in whose name the account is held is referred to as the "business member" or "member." Membership is also contingent upon satisfactory verification of identity pursuant to The USA PATRIOT Act. Requests for business membership or the ability to act as an authorized account signatory may be denied to individuals who have caused the Credit Union a financial loss and/or who have a record of account abuse with a consumer reporting agency.

Once a business qualifies for membership, they will never be required to re-qualify so long as they have maintained active membership status; hence, "once a member, always a member."

A business member must maintain a balance of at least \$5 (par value of one share) in any share account to qualify as an active member with all the privileges thereof, including opening or maintaining accounts. If a member draws an account balance below \$5 or the account balance is reduced below \$5 as a result of any share account service fee and the member does not increase the balance to \$5 within a six-month period, membership will terminate for non-participation.

If you do not maintain an active membership status, you will be required to re-qualify for membership in order to receive account services.

**2. Governing Law.** All accounts, regardless of account type, are governed and controlled by the laws of the United States and the applicable laws of the State of Alaska.

**3. National Credit Union Share Insurance Fund (NCUSIF).** Accounts are federally insured to at least \$250,000 by the National Credit Union Administration (NCUA). The NCUA is the federal agency that charters and supervises federal credit unions and insures savings in federal credit unions across the country through the NCUSIF, a federal fund backed by the full faith and credit of the United States government.

**4. Definition of Share Accounts and Share Drafts.** The term "Share Accounts" generically and collectively refers to the following types of shares: savings, money market, share draft (checking), and certificates. Share draft accounts will hereinafter be referred to as checking accounts and share drafts as checks. For regulatory purposes, credit union checking accounts are structured into checking and savings shares. The amount of the savings shares is equivalent to the funds not routinely needed to pay checks and other withdrawals from checking accounts. Since this amount varies from time to time, Alaska USA may transfer funds between the checking and savings shares prior to reporting aggregate balances to the Federal Reserve Bank, as required

by federal regulation. This classification and reporting does not affect available balances, dividends earned on dividend bearing accounts, National Credit Union Administration (NCUA) insurance, the appearance of statements of account, or any other features or functions of checking accounts.

**5. Changes to Terms and Conditions.** Changes to the terms and conditions of accounts may occur from time to time and do not require member approval. However, members will be notified of any change, amendment, or modification that would adversely affect them at least thirty (30) days in advance of such change.

**6. Discontinuance and Suspension of Services Policy.** Alaska USA may permanently discontinue or temporarily suspend account services to account holders for reasonable cause, which includes but is not limited to misconduct, fraud or attempted fraud, engaging in restricted account activities, causing a financial loss to the Credit Union, and/or account or service abuse. Account services may also be suspended to prevent the Credit Union from incurring a loss. Discontinuance and suspension of services applies to all account types, including those held by employees or officials of the Credit Union. Under certain circumstances, services may be reinstated, for example, where a member has caused the credit union a financial loss and later reimburses the credit union in full. Members may appeal the discontinuance or suspension of services to Alaska USA's Supervisory Committee. Unless expelled from membership, members retain the right to maintain a share savings account (while earning applicable dividends) and the right to vote in annual and special meetings.

**7. Security Interest and Statutory Lien Rights.** Alaska USA has the right to seize deposited funds to repay financial obligations owed by a member, joint account owner, co-borrower, guarantor, or other obligated party. These obligations may include a negative share balance or a loan that is in default. Funds may be seized from any account or share which lists the obligated party as member or joint owner.

**a. Security Interest.** By signing the account agreement, a member acknowledges and voluntarily agrees to pledge all shares and funds in the account as collateral security for any loan or loans with the Credit Union.

**b. Statutory Lien.** Under federal law, Alaska USA has the right to impress and enforce a statutory lien against a member's shares and dividends in the event of failure to satisfy a financial obligation, and may enforce that right without further notice to the member. This lien right applies to all accounts that the member has with the Credit Union, to the extent permitted by law, including accounts that are held jointly with another party. Specific exceptions to Alaska USA's application of its statutory lien right may apply, including the following instances: (1) if the account is an IRA; (2) to offset credit card debt if a member is delinquent on a credit card issued by the Credit Union; or (3) if a member is in bankruptcy, the statutory lien would not be enforced while an automatic stay is in effect. These exceptions do not negate any other remedy available to the Credit Union in the event that a member defaults on a debt, for example through a valid security interest, attachment, or court order.

**8. Automatic Account Closure.** Accounts left with a zero balance will be automatically closed after a reasonable period of time, generally within 32 to 92 days from the date of last

account activity. Zero balance accounts will not be assessed a maintenance fee unless it is determined by Alaska USA that the account is still being used by the member. Members may reactivate zero balance accounts within six months from the date of last activity.

9. **Inactive/Abandoned Accounts.** If no activity occurs on your account within the time period specified by state law, your account will be considered to be abandoned and your funds will be escheated to the applicable state as required by that state's law. "State" refers to the current address listed on the account. If the address is not in Alaska, Arizona, California, or Washington, "state" will be defined as Alaska.

10. **Limitations.**

- a. **Share Withdrawal Limitations.** Pursuant to Regulation D reserve requirements, the Credit Union reserves the right to require a member intending to make a withdrawal from any account (except a checking account) to give written notice of such intent not less than seven days and up to 60 days before such withdrawal.
- b. **Credit Union Bylaws Limitations.** No member may withdraw shareholdings that are pledged as required security on loans without the written approval of a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to Alaska USA. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to Alaska USA if she/he is delinquent as a borrower, or if borrowers for whom she/he is co-maker, endorser, or guarantor are delinquent, without the written approval of a loan officer; except that shares issued in an irrevocable trust are not subject to restrictions upon withdrawal except as stated in the trust agreement. The maximum amount of shares which may be held by any one member shall be established from time to time by resolution of the Board of Directors.
- c. **Assignment and Transfer.** All share accounts are non-assignable and non-transferable to third parties. A Certificate Receipt is non-negotiable.
- d. **Restricted Account Activities.** The Credit Union not provide account services to any person or organization that:
- i. Routinely engages in providing check cashing services to third parties or acting as a third-party processor.
  - ii. Engages in the business of betting or wagering, or that knowingly accepts payments in connection with the participation of another person in unlawful Internet gambling, as defined in Regulation GG, the Unlawful Internet Gambling Enforcement Act (UIGEA).
  - iii. Engages in the operation of a marijuana related business (MRB) or dispensary, or any other type of business that violates state or federal law.

The Credit Union may restrict account services to any individual or business member that:

- i. Routinely deposits and/or withdraws in aggregate more than \$150,000 in cash per calendar month.
- ii. Utilizes their account in a manner inconsistent with the account type, if such activity results in the avoidance of account fees.
- iii. Originates transactions from known Internet gambling providers or may be coded as originating from a gambling establishment, as defined by Regulation GG.

## ACCOUNT AGREEMENTS

Account terms and conditions are also separately set forth in the Business, Organization, Association, or Public Unit Master Account Agreement.

The business member and the account's authorized signers agree to conform to the bylaws of the Credit Union and agree to the terms, conditions and fee schedules established and amended by the Credit Union from time to time. The business member agrees to subscribe to at least one share and authorizes the Credit Union to perform a credit check or obtain a credit report at any time. The business member acknowledges and agrees that they are pledging all or any part of shares/funds in the account as collateral security for any loan or loans with the Credit Union. Any authorized signer may access any credit line loan established with this account through any access means made available by the Credit Union. The member and authorized signers agree that the Credit Union is authorized to charge at any time against any account associated with this master account number any indebtedness owing to the Credit Union by the member.

Business accounts shall be subject to withdrawal or receipt by any one of the authorized signers and payment to any of them shall be valid and shall discharge the Credit Union from any liability for such payment. Each of the authorized signers is authorized to access the account by any means approved by the Credit Union. If the Credit Union receives conflicting instructions or a dispute arises as to authorization with regard to the handling of an account, the business member agrees the Credit Union may place a hold on that account until such conflict or dispute is resolved to the Credit Union's satisfaction, and the Credit Union will not be liable for dishonored items as a result of such hold.

If more than one person is authorized to write checks or draw items on the account, the business member agrees that Alaska USA can honor checks signed by any ONE or more authorized signers, even if there are two or more lines on the items for a signature and the item purports to require two or more signatures. The business member agrees that any condition on an account that purports to require two or more authorized signers on items drawn on the account is an internal condition to the business' operations and is solely for the business' internal control purposes and is not binding on Alaska USA.

The Credit Union reserves the right to require the business member to provide a new Business Master Account Agreement and board minutes for corporations, associations, and organizations or other documentary evidence satisfactory to the Credit Union informing the Credit Union who is authorized to act on the business member's behalf. No Payable on Death (POD) beneficiary designation or other designation shall apply to the account. The business member agrees to notify the Credit Union of any change in the authority of agents or authorized signers. The Credit Union may rely on written authorization until such time as the Credit Union is informed of changes in writing and such changes shall not affect transactions made within one business day of receipt of notice by the Credit Union. If an authorized signer is deleted from the account, any checks bearing such signer's signature that are presented for payment shall be honored by the Credit Union. Accordingly, the business member shall be solely responsible for recovering any checks in the possession of a signer whose name is deleted from the Business Master Account Agreement. The Credit Union may require that third-party checks payable to a business may only be deposited to a business account. The business member agrees that the Credit Union shall have no notice of any breach of fiduciary duties arising

from any transactions by any agent of the account owner, unless the Credit Union has actual notice of such breach.

## ADDITIONAL TERMS AND CONDITIONS FOR SPECIFIC SHARES

### 1. Checking Accounts.

- a. **Endorsement Standards.** The Federal Reserve has established standards for endorsements on the back of checks. Payee endorsements must be restricted to the 1.5-inch area on the back of the check beginning at the trailing edge. (The trailing edge is the left end when viewing the check from the front.) All other areas on the back of the check are reserved for financial institution endorsements. If the person presenting the check or any prior endorser writes on or imprints information in the areas reserved for financial institutions, a financial institution's endorsement may be obscured and could result in a late return of the check if it is not paid. The member is responsible for any loss incurred by them or Alaska USA due to such a late return. Additionally, the member will be responsible for any late returns caused by preprinted information or carbon bands that may appear on the backs of checks that are negotiated by the member.
- b. **Facsimile Signatures.** Any member using a Facsimile Signature authorizes and directs Alaska USA, without further inquiry and as an accommodation to the member, to honor and pay checks, drafts, and other negotiable instruments ("Instruments") bearing or purporting to bear a facsimile signature, and to charge and debit the member account(s) for such Instruments, regardless of how or by whom the actual or purported facsimile signature was affixed. The member agrees to assume full responsibility for Instruments Alaska USA pays containing or purporting to contain a Facsimile Signature and is precluded from asserting and agrees to indemnify and hold Alaska USA harmless from any and all losses, claims, damages, liabilities, attorney's fees, costs, and expenses arising from or related to any use, misuse, or unauthorized or unlawful use of a Facsimile Signature or device.
- c. **Post and Stale-Dated Checks.** For checks drawn on Alaska USA member accounts, a post-dated check or a check of which the date is at least six months old may be paid upon demand unless Alaska USA has been instructed to stop payment.

### 2. Term Share Accounts (Certificates).

- a. **Maturity and Renewal.** Term share accounts (Certificates) will mature at the maturity date set forth in the Certificate Receipt or Maturity Notice. Certificates are eligible for automatic renewal. A Certificate designated for automatic renewal will be extended for successive periods equal to the original term and at the prevailing dividend payment frequency, dividend rate, and APY being paid by Alaska USA as of the renewal date on Certificates with the same term and minimum balance, unless otherwise specified by the owner prior to maturity. Certificates not specified to automatically renew at maturity by the owner prior to the maturity date shall be disbursed as instructed by the owner. Funds disbursed from a matured Certificate, if deposited into another account of the Certificate owner, are subject to the terms and conditions of that account.

- b. **Limitations and Amendments.** During the first seven (7) days after the date of issuance, the maturity period (term) of the Certificate may be changed and deposits to them will be permitted. The dividend rate for the amended Certificate will be the published dividend rate on the original date of issuance or renewal for the specified term and final amount.

A penalty for early withdrawal will be assessed if the deposited funds or any portion of them are withdrawn prior to the maturity date. Exceptions to these penalties shall apply only in case of death or disability of the Certificate owner.

Partial withdrawals from a Certificate are not allowed if the withdrawal would lower the balance below the required minimum.

Certificate dividends may be paid to the Certificate balance or to another share within the account.

The dividend disposition and renewal options for the Certificate may be changed at any time during its term.

The Early Withdrawal Penalty applies to all automatic renewals of existing Certificates as if they were new deposits, except during the first 10 calendar days after renewal. During this grace period, all or part of the Certificate may be withdrawn without being subject to the Early Withdrawal Penalty.

In the event an early withdrawal lowers the Certificate balance below the required minimum, the Certificate must be closed and the Early Withdrawal Penalty will be calculated using the full balance of the Certificate.

- c. **Early Withdrawal Penalties.** Pursuant to Federal Regulations, a minimum early withdrawal penalty of seven (7) days' dividends will be assessed on amounts withdrawn within the first six (6) days after the date of issuance of a new Certificate and on any partial withdrawals made prior to the date of maturity. Application of this penalty may result in the forfeiture of some principal, as well as dividends. Otherwise, Early Withdrawal Penalties for all Certificates are as follows:

If the maturity period (term) of the Certificate is 90 days or less, the Certificate owner shall forfeit an amount equal to the lesser of:

- 30 days of dividends on the amount withdrawn, or
- all dividends on the amount withdrawn since the date of issuance or renewal.

If the maturity period (term) of the Certificate is 91 days to 365 days, the Certificate owner shall forfeit an amount equal to the lesser of:

- 90 days of dividends on the amount withdrawn, or
- all dividends on the amount withdrawn since the date of issuance or renewal.

If the maturity period (term) of the Certificate is 366 days to 729 days, the Certificate owner shall forfeit an amount equal to the lesser of:

- 180 days of dividends on the amount withdrawn, or
- all dividends on the amount withdrawn since the date of issuance or renewal.

If the maturity period (term) of the Certificate is 730 days or more, the Certificate owner shall forfeit an amount equal to the lesser of:

- 365 days of dividends on the amount withdrawn, or
- all dividends on the amount withdrawn since the date of issuance or renewal.

## DIVIDENDS AND RATES

- 1. Nature of Dividends.** Dividends are paid to accounts earning dividends from current income and available earnings after required regulatory transfers to reserves at the end of a dividend period. The disclosed Dividend Rate and Annual Percentage Yield (APY) are the prospective rates and yields that Alaska USA anticipates paying for the applicable dividend period.
- 2. Rate Information.** The Dividend Rate and APY on member account(s) are provided on a separate document entitled "Share Rates Disclosure." That document, along with this Share Account Disclosure Statement, are collectively referred to as "Account Disclosures." The dividend rates and APY set forth in the Share Rates disclosure are accurate as of the date on the rate sheet. Please visit [alaskausa.org](http://alaskausa.org) or call the Member Service Center to obtain current dividend rates and APYs (See Contact Information).

The APY measures the total amount of dividends paid on an account based upon the dividend rate and the frequency of compounding. The APY is expressed as an annualized rate, based upon a 365-day year. APY calculation assumes that principal and paid dividends remain in the account a full 365 days (variable rate accounts) or through the maturity date (fixed rate accounts). A withdrawal of paid dividends before maturity of term share accounts (Certificates or IRA Certificates) will reduce earnings. The Dividend Rate and APY may change as determined by the Board of Directors as stated within the Account Disclosures. Rate changes are solely within Alaska USA's discretion. However, once a term share account is issued or renewed, the rates are fixed over the term of that account (fixed rate account). Other share accounts that may earn dividends are variable rate accounts. The frequency with which the Board of Directors may change variable rate account rates is set forth in the Comparative Summary of Share Accounts.

- 3. Compounding and Crediting Dividends.** Accounts opened after December 31, 1983, on which the taxpayer identification number (TIN) has not been certified, will not receive a dividend. The frequency with which dividends are compounded and credited (Dividend Period) is set forth in the Comparative Summary of Share Accounts. Dividend Period means the span of time established by the Board of Directors at the end of which time shares in a member account earn dividend credit. The Dividend Period may be different for each share type. The Dividend Period for each share type is also set forth in the Comparative Summary of Share Accounts. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period. For example, if the dividend period is monthly, then the first dividend period within a calendar year would begin January 1 and end January 31. All other monthly dividend periods follow this same pattern. If the dividend period is quarterly, then the first dividend period within a calendar year would begin January 1 and end March 31. All other quarterly dividend periods follow this same pattern. The dividend declaration date precedes the

ending date of a dividend period and is usually the date of the meeting of the Board of Directors immediately before that ending date. The Board of Directors generally meets on the last Wednesday of a calendar month. The effective beginning date for a new IRA Certificate is the date that the IRA Certificate was issued or renewed. The effective beginning date for Certificates is the date that the Certificate was issued or renewed. The effective beginning date for all other new share accounts is the first calendar day that funds were deposited. Certificates and IRA Certificates with an original maturity of less than one year will receive accrued dividends at maturity. Certificates and IRA Certificates with an original maturity of one year or more will receive accrued dividends at the end of each month and at maturity. Dividends will not be paid if an account is closed before accrued dividends are credited.

- 4. Balance Requirements and Dividend Accruals.** The minimum balance to open each share type is set forth in the Comparative Summary of Share Accounts. This summary also sets forth the minimum daily balance that must be maintained in a share each day to obtain the disclosed APY. The minimum daily balance required to avoid the imposition of an account maintenance fee is also set forth in the summary. The share type designations in effect during the dividend period will determine the corresponding balance requirements used in dividend calculation and maintenance fee assessment. Changing a share type designation is limited to one change per dividend period for Share Savings or Premium Savings as well as for Money Market, Super Money Market, or Jumbo Money Market. Share type changes must be requested and are not established automatically based upon account balance. The share type designation for checking accounts in effect at the end of the calendar month will determine the corresponding balance requirements used in dividend calculation, if applicable, as well as maintenance fee assessment. Changing the Investor Checking share type designation may result in loss of accrued dividends. Dividends are calculated by the Daily Balance method that applies a daily periodic rate to the principal balance every day, providing that the balance is at or above the minimum daily balance required to earn dividends for that share type on that day. Dividends will begin to accrue on the business day that the cash or non-cash (e.g., check) deposit is made to the share. Dividends will begin to accrue on direct deposits on the effective date of the deposit, which is the business day Alaska USA receives credit for the deposit. The effective date of receipt is shown on the periodic statement of account.

## TRANSACTION PROCESSING

There are two basic types of transactions that post to your account: **credits** (deposits) and **debits** (withdrawals). It is important to be familiar with how each type of credit and debit is applied to your account so that you know the amount of funds available to you at any given time.

Typically, Alaska USA posts transactions in the order they are received. We cannot control when transactions are presented for deposit or payment. Alaska USA makes every attempt to post credits before debits so that members receive the maximum benefit of their funds. This section explains how and when we post transactions to your account.

- 1. Actual Balance.** Your actual balance is the actual amount of money in your account, which is updated throughout the day as transactions are posted. It does not include pending transactions or holds.



- 2. Available Balance.** Your available balance is the amount of money in your account that is currently available for you to make purchases, withdrawals, etc. The available balance reflects any pending transactions as well as any holds placed on deposits. Your available balance is updated throughout the day as transactions are posted. It does not include any checks you have written that have not been presented for payment, bill payments that have been scheduled but not yet sent or ACH transactions (direct withdrawals and/or direct deposits) that have not yet posted.

Available balance is used to determine whether an item will be paid and to assess overdraft fees.

- 3. Credits.** All deposits are subject to “proof” by the Credit Union. This means the Credit Union reserves the right to review the cash, checks, or other items deposited to confirm the amount of the deposit. The Credit Union can correct any errors found. For example, if the member made an error in adding the amount of their deposit, the Credit Union can correct the business member’s account to reflect the actual amount deposited. The Credit Union can correct errors even if the Credit Union gave the member a receipt for the incorrect amount or already posted the incorrect amount to member’s account.

**a. Checks.**

- i. Holds on Deposited Funds (Regulation CC Expedited Funds Availability Disclosure).** Generally, Alaska USA’s policy is to make funds from member deposits available on the day of deposit. Funds from electronic direct deposit and wire transfers will be available on the date Alaska USA receives payment for that deposit. A cash deposit will be available on the date of deposit, if made in person during business hours. In most cases, funds deposited by check are available to the member prior to final collection of those checks.

Deposited funds are used to pay checks that have been written if funds are deposited into a checking account, or funds may be withdrawn by the member in cash. Although members may withdraw these funds, they remain responsible for any deposited check that may be returned unpaid.

In some cases, all of the funds that are deposited by check may not be available on the day of the deposit. Depending on the type of check and the dollar amount of the check(s), funds may be unavailable for up to two (2) business days after the day of the deposit. If held, the first \$200 of a deposit becomes available on the first business day after the deposit is made. Additional funds up to a total of \$4,800 may be released two (2) business days after the day the deposit is made.

Funds placed on hold will be unavailable for withdrawal by any means until the date(s) specified (see ‘Notification of Deposit Hold’). Availability of funds deposited at an automated teller machine (ATM) will be automatically delayed for one business day, and deposited funds may be held longer, once the deposited item(s) are reviewed.

- ii. Determining the Date of Deposit.** For determining the availability of deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. The day of deposit for deposits made in person at a branch during business hours is that business day. However, if the deposit is made at a night depository

after the branch is closed or on a day that the branch is not open, the day of the deposit will be the next business day that the branch is open. ATM deposits made after the close of business may be considered to have been made on the next business day. Dividends, if applicable, will accrue from the date of the deposit even if deposited funds are held.

- iii. Other Reasons for Possible Delay in Availability.** Funds deposited by check may also be delayed for a longer period under the following circumstances:

- Checks deposited on any one day total more than \$5,000
- A check that had been previously returned unpaid is re-deposited
- An account has been overdrawn repeatedly during the last six months
- There is an emergency, such as failure of communications or computer equipment
- There is reasonable cause to believe that the check presented for deposit will not be paid
- A deposit is being made into a new account (see ‘Special Rules for New Accounts’)

- iv. Notification of Deposit Hold.** If all of the funds from a deposit will not be available on the day of the deposit, notification at the time the deposit is made will include a schedule of the days when the specific amounts will become available. If the deposit is not made directly to an Alaska USA employee, or if a decision is subsequently made not to make funds from that deposit immediately available, a notice will be mailed to the address of record. If members need the funds from a deposit immediately, they should ask an Alaska USA employee when the funds will be available.

- v. Special Rules for New Accounts.** The following rules will apply during the first thirty (30) days that a new member’s account is open. Funds from electronic direct deposits to an account will be available on the date Alaska USA receives payment for that deposit. Funds from deposits of cash, checks drawn on the Credit Union, wire transfers, and the first \$5,000 of a day’s total deposits of cashier, certified, teller, travelers, and government checks will be available on the day of the deposit if the deposit meets certain conditions. For example, checks must be payable to the primary member or joint owner. If the deposit was not made in person to an Alaska USA employee, funds will not be available until the first business day after the day of deposit. The amount of the deposit in excess of \$5,000 will be available for withdrawal no later than nine (9) business days after the day of deposit. Funds from all other check deposits may be unavailable until nine (9) business days after the day of deposit.

- vi. Holds Due to Cashed Checks.** If a check drawn on another financial institution is presented for cash, Alaska USA may withhold the availability of a corresponding amount of funds that are already on deposit. Those funds would then be available at the time funds from the check that was cashed would have been available if it had been deposited. Alternatively, Alaska USA may require the check to be deposited and available funds withdrawn.

- b. Automated Clearing House (ACH) Transactions.** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Alaska as provided by the Operating Rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.
- i. Notice of Receipt.** Under the Operating Rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account, the Credit Union is not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.
- ii. Provisional Payment.** Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you the amount of such entry.
- c. Incoming Bank Wires.** Deposits from incoming bank wires are posted to your account as they are received and are available for immediate withdrawal.
- d. Cash Deposits.** Cash deposits presented at a branch location are posted to your account as they are received and are available for immediate withdrawal.
- e. Remote Deposit Capture.** Any deposit that does not meet the criteria required by the Mobile or Commercial Remote Business Deposit service requires additional review and verification that may delay posting. Business members are responsible for complying with the terms and conditions of the service.
- i. Mobile Remote Deposit.** Deposits made using Remote Deposit Capture are posted several times a day. Deposits submitted between 11:00 a.m. and 5:00 p.m. Alaska Standard Time (AST) will typically post the same business day. Deposits submitted after normal business hours will generally post the next business day by 11:30 a.m. AST. Funds may not be available for immediate withdrawal. Members are sent an email notification of any holds placed on deposited items.
- ii. Commercial Remote Deposit.** Deposits made using Commercial Remote Deposit are typically posted the same day. Deposits made after 5:00 p.m. AST, or on weekends and/or holidays, will be processed the following business day.
- f. Night Deposits.** Deposits made using a branch night depository are posted several times a day. Deposits made after branch operating hours will be posted the next business day, generally within one hour of the branch opening time. Deposits made throughout the day will be posted no later than the branch closing time. Deposits may not be available for withdrawal subject to the 'Holds on Deposited Funds' section of this disclosure.
- g. ATM Deposits.** Alaska USA has two types of depository ATMs (automated teller machines). "Intelligent Depository" ATMs allow you to deposit cash or checks directly into a bill feeder; "Envelope Depository" ATMs allow you to place checks into a deposit envelope. Cash deposits made using an Intelligent Depository are posted to your account as they are received and available for immediate withdrawal. Check deposits made using either an Intelligent or Envelope Depository are posted to your account as they are received but may not be available for immediate withdrawal. Generally, we will attempt to make at least part of your check deposit immediately available. However, some check deposits may be automatically delayed for one business day, and deposited checks may be held longer, once the deposited item(s) are reviewed.
- h. Debit Card Credits.** Credits (refunds) from debit card purchases are posted to the account as they are received, which may be 3-5 days after the merchant has processed your return. Once posted, these credits are available for immediate withdrawal.
- 1. Debits.**
- a. Checks.** When you write a check, it may be negotiated in an Alaska USA branch for deposit or encashment, or it may be negotiated at another financial institution and processed through the Federal Reserve System. Checks presented at an Alaska USA branch will generally be debited from your account as soon as they are received. Checks received from the Federal Reserve will be processed once each day and will post in check number order.
- b. Outgoing Bank Wires.** Funds for outgoing bank wires are withdrawn from the account on the same day as the request if the request is received before 12:30 p.m. AST, or the next business day if the request is received after 12:30 p.m. AST. Accountholders are responsible for verifying the information they provide to Alaska USA for outgoing bank wire instructions. Members should be aware that financial institutions do not match the name on the receiving account to the name of the beneficiary listed on the wire request. Financial institutions may rely solely on the account number provided on the wire request; therefore, it is critical to ensure the accuracy of your bank wire instructions. Once a bank wire has been transmitted, it cannot be recovered.
- c. ACH Payments.** Alaska USA receives Automated Clearing House (ACH) transactions every business day from the Federal Reserve. All ACH transactions for your account are grouped together and will post in the following order: payments for check orders placed using Alaska USA's check vendor, mortgage payments, and insurance payments, followed by all other payments in low to high dollar amount order.
- d. ATM Withdrawals.** ATM withdrawals are transactions where you use your debit or credit card, and enter your PIN, to withdraw cash at an ATM. Except in rare circumstances, ATM withdrawals immediately post to your account at the time of the transaction.
- e. Debit Card Transactions.** Debit card transactions are processed in one of two ways. When a merchant asks if you are using the card as "debit or credit", debit means the purchase will be processed as a point-of-sale transaction; credit means the purchase will be processed as a signature-based transaction. Regardless of how

the transaction is processed, Alaska USA will use your available balance to determine whether a transaction will be approved (authorized) or declined.

**i. Point-of-Sale (POS) Transactions.** Typically, POS transactions are where you use your debit card and enter your PIN at the time of purchase. Under certain dollar limits, some merchants will not require your PIN for a POS transaction.

POS transactions are similar to ATM withdrawals because they usually post to your account at the time of the transaction. However, sometimes merchants do not present POS transactions for immediate payment. Regardless, the Credit Union will attempt to post the transaction as soon as it is received.

**ii. Signature-Based Transactions.** Signature-based transactions are where you use your debit card and sign for the transaction instead of entering your PIN. For certain transaction types, or under certain dollar limits, some merchants will not require your signature for the transaction even though your PIN was not used.

Signature-based transactions do not immediately post to your account; these transactions will post when they are presented by the merchant, generally within three (3) business days.

As described above, debit card transactions are authorized based on your available balance. When Alaska USA authorizes a signature-based debit card transaction, we will place an authorization hold on the corresponding amount of funds in your checking account to cover that transaction, however; the authorization hold will immediately expire and the corresponding funds will become available.

## ACCOUNT OVERDRAFTS

**1. Determining Overdraft Status.** Alaska USA pays debits based on the account's available funds. If available funds are not in the account when a debit is presented for payment, the Credit Union will attempt to pay the item using any or all of the applicable overdraft programs for which the member has enrolled or is qualified to receive.

The fee for account overdrafts are listed on the 'Schedule of Share Account Service Fees and Charges' page of this disclosure.

**2. Overdraft Programs.** Alaska USA offers three types of overdraft programs: Overdraft Protection, Debit Card Overdraft Services, and the Courtesy Overdraft Payment Program. Fees for these programs are listed on the 'Schedule of Share Account Service Fees and Charges' page of this disclosure. A fee may be charged for each item Alaska USA pays which results in a negative available balance.

Enrollment in overdraft program(s) does not guarantee that Alaska USA will always authorize and pay every transaction. If an overdraft occurs on an account, Alaska USA will notify the member of the amount paid, including the fee per transaction. Members have 14 calendar days to repay outstanding balances incurred as a result of overdraft programs. Failure to repay outstanding balances may result in suspension of account services.

**a. Overdraft Protection.** Overdraft Protection is a service that automatically transfers funds from a savings share, money market share, or credit line loan to cover overdrawn amounts in a checking share within the same

account. Overdraft Protection applies to checks and ACH debits, and also signature-based debit card transactions if the account is enrolled in Debit Card Overdraft Services.

Any authorized signatory may enroll an account in this service by signing an Agreement to Provide Overdraft Protection. A \$5 fee per day will apply for transfers from a savings or money market share. Transfers from savings and money market shares are governed by Regulation D and are therefore limited to six (6) transfers per calendar month. Transfers from a credit line loan will be rounded up to the nearest \$100 sufficient to cover the overdrawn amount. There is no fee for the first three (3) transfers per calendar month from a credit line loan; however, there is a \$5 fee per day for additional transfers. If for any reason a credit line loan is closed, overdraft protection from that source will be immediately cancelled.

**b. Debit Card Overdraft Services.** Debit Card Overdraft Services (Overdraft Services) allow Alaska USA to pay signature-based debit card transactions when there are insufficient available funds in the checking share (see 'Available Balance'). An Overdraft Services Fee will be charged for each item Alaska USA pays which results in a negative available balance.

Business accounts are automatically enrolled in Overdraft Services. Enrollment in overdraft programs does not guarantee that Alaska USA will always authorize and pay every transaction. The payment of overdrafts under the program is a courtesy and is not a right or obligation. Alaska USA may discontinue Overdraft Services for any account at any time without prior notice and without reason or cause.

**c. Courtesy Overdraft Payment Program.** The Courtesy Overdraft Payment Program (Courtesy Pay) is a non-contractual overdraft program that allows Alaska USA to pay checks and ACH debits when there are insufficient available funds in the checking share to pay the transaction at the time of presentment (see 'Available Balance'). Courtesy Pay applies to checks and ACH transactions; it does not apply to debit card transactions. A Courtesy Pay Fee will be charged for each item Alaska USA pays which results in a negative available balance.

Business accounts automatically qualify for a Courtesy Pay amount of \$25.00. This allows the Credit Union to avoid returning a payment for a nominal amount. Business members seeking additional protection against overdrafts may apply for an Overdraft Credit Line by contacting Business & Commercial Services at (907) 646-6670.

Alaska USA may discontinue Courtesy Pay for any account at any time without prior notice and without reason or cause.

**3. Nonsufficient Funds (NSF) Activity.** If available funds are not in the account when a debit is presented for payment, and Overdraft Protection and/or Courtesy Pay are not available, the item will be returned unpaid. A fee will be assessed for each returned item.

## ERROR RESOLUTION

Notify us immediately at one of the telephone numbers provided in the Contact Information section if you think your statement or receipt is incorrect or if you need more information regarding an electronic transfer listed on your statement or receipt.



**1. Unauthorized Signatures and Alterations.** Accountholders shall examine each statement of account and discover and then notify the Credit Union in writing of any errors, unauthorized transactions, alterations, unauthorized signatures, or other problems promptly (See Contact Information). If you do not notify the Credit Union of the errors, unauthorized transactions, alterations, unauthorized signatures, or other problems on or before the sixtieth (60th) day after the first account statement containing the error or problem was made available to you, you will have waived and are precluded from asserting against the Credit Union the errors, unauthorized transactions, alterations, unauthorized signatures, or problems, and the Credit Union shall not be liable for the errors, unauthorized transactions, alterations, unauthorized signatures, or problems, or for any related payments made and charges to your account. If the problem involves an unauthorized signature or alteration by the same wrongdoer, you are precluded from asserting against the Credit Union any claims, unless you notify the Credit Union of the unauthorized signature or alteration within thirty (30) days of the date the Credit Union made the first statement containing the first unauthorized signature or forgery available to you.

**2. Unauthorized or Erroneous Electronic Transfers.** The Credit Union must receive notice of any unauthorized or erroneous ACH transaction on a business account no later than 3:00 p.m. Alaska time the business day following the effective date of the ACH transaction. Under National Automated Clearing House Association rules, if the member does not notify the credit union within this timeframe, the member will be deemed to have authorized the ACH transaction. The credit union may additionally require an affidavit regarding the problem in a form satisfactory to Alaska USA. Alaska USA will tell the member the results of the Credit Union's investigation of the member's claim, the basis for the Credit Union's decision, and will advise the member of the action, if any, the Credit Union will take.

**3. Substitute Checks.** *What is a substitute check?* To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks (for example, a check you deposit to your account that is returned unpaid may be returned to you as a substitute check). The following notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

*What are my rights regarding substitute checks?* In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, NSF check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is a dividend-bearing account. If

your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus dividends if your account earns dividends) within ten (10) business days after we receive your written claim and the remainder of your refund (plus dividends if your account earns dividends) not later than forty-five (45) calendar days after we receive your written claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

*How do I make a claim for a refund?* If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, contact us immediately (see Contact Information).

You must contact us within sixty (60) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. When contacting us to make your claim, please include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/ or the following information to help us identify the substitute check: for example, the check number, the name of the person to whom you wrote the check, the amount of the check, and the date the check was posted to your account.

If you contact us in person or by telephone, we will require that you forward your claim to us in writing within ten (10) business days. Please note that if we ask you to submit your claim in writing and we do not receive it within ten (10) business days of our request, we may not credit your account.



Your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government. National Credit Union Administration, a U.S. Government Agency.

# Schedule of Share Account Service Fees and Charges

**Account maintenance:** The following fees will not be assessed if the indicated minimum balance or other account conditions are met.

- **Business Checking:** If daily balance falls below \$1,000.00 during the calendar month.....\$5.00 per month
  - Minimum daily balance fee is waived for nonprofit organizations and associations.
- **Money Market:** If daily balance falls below \$50.00 during the calendar month .....\$5.00 per month
- **Savings:** If daily balance falls below \$50.00 during the calendar quarter .....\$5.00 per quarter
  - Minimum daily balance requirement to avoid fee is waived if another open share or loan with a balance is associated with the account number.

**Activity:** The following fees will be assessed if the indicated levels of transaction activity are met.

- **Business Account:** Per item fee for total checks deposited to any share account and/or paid from a Business Checking:
  - First 100 checks per calendar month ..... NC
  - 101 to 500 per calendar month .....\$0.10 per item over 100
  - Over 500 per calendar month.....\$0.08 per item over 500

**Cashier services:** Fees charged by Alaska USA — other financial institutions may assess additional fees for collection items.

- **Bank wire:** Domestic ..... \$20.00 per wire  
Foreign..... \$50.00 per wire
- **Cash services for coin:**
  - First \$200.00 per calendar month ..... NC
  - Over \$200.00 per calendar month:
    - Disbursed .....\$0.08 per roll per month
    - Received .....4% of amount per month
- **Cash services for currency:** ATM withdrawals exempt.
  - First \$10,000.00 per calendar month ..... NC
  - Over \$10,000.00 per calendar month:
    - Disbursed .....\$1.00 per \$1,000.00 per month
    - Received ..... \$0.10 per \$1,000.00 per month
- **Cashier's check:** ..... \$2.00 per item
- **Check delivery:** Interbranch ..... \$5.00 per item  
Other locations.....\$15.00 per item
- **Collection item:**Incoming check.....\$5.00 per item  
Outgoing/Domestic ..... \$5.00 per item  
Outgoing/Foreign.....\$15.00 per item
- **Money order:** ..... \$1.50 per item
- **Deposit correction:**..... \$2.00 per item

**Checking account services:**

- **Overdraft protection transfer:** From a Share or Premium Savings, or Money Market..... \$5.00 per day  
From a Credit Line in excess of three (3) per calendar month .....\$5.00 per transfer
- **Negative balance transfer:** Credit Union initiated transfer to resolve a negative share balance .....\$5.00 per transfer
- **Special item processing:** Fee may be charged if member fails to take corrective action following Special Item Processing notifications..... \$2.00 per item
- **Stop payment:** ..... NC

**Other:**

- **Loose Coin Exchanged at Coin Machine:** Fee assessed on total amount processed
  - Members.....3%
  - Non-Members.....8%
- **Levy/Garnishment:** Includes assessment or notice to withhold and deliver.....\$75.00 per item
- **Mail:** Express .....\$15.00 per item  
Priority ..... \$5.00 per item
- **Membership:** Assessed when accepted as a member of Alaska USA ..... \$5.00 per member
- **Photocopy:** Copy unrelated to credit union business ...\$0.25 per item

**Research services:**

- **Research - per hour:** Per hour for requests that require more than one hour to complete ..... \$15.00 per hour
- **Research - priority handling:** For requests that require priority fulfillment ..... \$15.00 per hour
- **Check copies:** ..... NC
- **Document or statement copies:** Examples include producing a copy of a prior statement of account; printing an interim statement of account; or producing other document copies, such as a deposited item..... NC

**Special handling:**

- **Courtesy Pay/Overdraft (OD) Service:** Check or other debit presented and paid against insufficient funds (fee based on amount of overdraft)
  - \$0.00 - \$5.00 ..... NC
  - \$5.01 - \$10.00 .....\$5.00
  - \$10.01 - \$15.00 ..... \$10.00
  - \$15.01 - \$20.00 ..... \$15.00
  - \$20.01 - \$25.00 ..... \$20.00
  - \$25.01 or more ..... \$25.00
- **NSF:** Check or other debit presented returned unpaid for lack of sufficient funds.....\$25.00 per item
- **NSF ACH bill payment:** Additional CheckFree® charge for ACH bill payment returned for lack of sufficient funds.....\$25.00 per item
- **Returned deposited item:** Issued by other party..\$5.00 per item
- **Returned deposited item:** Issued by member...\$15.00 per item

**Online account access:**

- **Online account access** ..... NC

**Online account access for business** ..... NC

- **ACH** .....\$25.00
- **ACH return** ..... 5.00
- **ACH transaction**
  - First 100 per calendar month..... NC
  - 101 or greater per calendar month .....\$0.05
- **Domestic bank wire**..... \$10.00 per wire
- **Remote business deposit** (per month) .....\$35.00

**Bill Pay for business**

- Unlimited Payments .....\$5.95

# COMPARATIVE SUMMARY OF SHARE ACCOUNTS

Account	Account ID	Frequency of dividend payment (the share class)	Dividends	Minimum balance to open an account	Minimum cash balance to obtain the same Dividend rate and Annual Recurring Fee (ARF)	Balance Requirements	Transaction Limitations on Account	Statement Frequency	Eligibility as Loan Collateral
<b>Savings</b>	Share Savings Account	Quarterly	Frequency that changes may be made to the dividend rate and Annual Recurring Fee (ARF)	None	\$50 (5% overstates less than 30 years of age)	Minimum daily balance requirement waived if transfer open account or loan with a balance is associated with the account number.  \$50  Minimum daily balance requirement waived if transfer open account or loan with a balance is associated with the account number.	Transaction limitations to comply with federal regulations	Quarterly (Monthly if a checking or money market account, an active debit card, an active credit line, or an installment loan is associated with the account type)	Yes
				None	\$50 overstates less than 30 years of age)				
<b>Money Market</b>	Money Market Account \$2,500 or greater	Monthly	Monthly or as determined by the Board of Directors (variable rate account)	None	\$2,500	\$50	Federal Regulation D limits the number of transfers from a savings or money market account to more than six per month. Transfers that are not covered by this regulation include: Share Savings, Premium Savings, Money Market, Super Money Market, and Jumbo Money Market Accounts. Transfers affected by this regulation include: transfers conducted via telephone, email, or fax; and overdraft protection transfers. Transfers not affected by this regulation include: transfers conducted via ATM, debit card, or by mail; and transfers made to other member's (ATM), or by mail, and transfers made to	Monthly	No
				None	\$10,000				
				None	\$500,000				
Super Money Market Account	20	Monthly	Monthly or daily as determined by the Board of Directors (variable rate account)	None	\$10,000	\$50		Monthly	No
				None	\$500,000				
Jumbo Money Market Account Line 1: 5501001659999 Line 2: 1361001659999	20	Monthly	Monthly or daily as determined by the Board of Directors (variable rate account)	None				Monthly	No
				None					
<b>Checking</b>	Business Checking Account	Monthly	May vary daily as determined by the Board of Directors (variable rate and rate account)	None	\$1,000	Minimum daily balance waived for nonprofit organization	None	Monthly	No
				None					
<b>Certificates</b>	Terms of 1-11 months (365-84 days)	At Maturity	At Maturity (fixed rate account)	\$500 or \$10,000 or \$100,000 or \$250,000	\$500 or \$10,000 or \$100,000 or \$250,000	Not applicable	A penalty may be imposed if principal is withdrawn before the maturity date.	Quarterly (Monthly if a checking or money market account, an active debit card, an active credit line, or an installment loan is associated with the account type)	Yes (For a period not to exceed the maturity of the instrument (one year or single payment bond))
				\$500 or \$10,000 or \$100,000 or \$250,000	\$500 or \$10,000 or \$100,000 or \$250,000				
Not applicable									