

# SHARE ACCOUNT DISCLOSURE STATEMENT

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Business, Organization, Association, and Public Unit Accounts

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## CONTACT INFORMATION

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

**By Phone:**  
**800-525-9094**  
**Available 24 hours a day, 7 days a week**

**In Writing:**  
**Global 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.**

**[globalcu.org](http://globalcu.org)**



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.

GCU 02454-D R 260414a

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Notice to Members: The laws and regulations governing financial services are complex. To ensure that you are informed about your and our duties, rights and obligations, we are providing this Share Account Disclosure Agreement - Business (BSADS). Note that the BSADS includes an Arbitration and Dispute Resolution provision which includes a Class Action Waiver, which substantially limits your rights to bring legal actions in a judicial forum and/or as part of a class. Please read the Share Account Disclosure - Business carefully, and feel free to ask any questions regarding the terms and conditions therein.

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## 1. WELCOME TO GLOBAL FEDERAL CREDIT UNION

**1.1. Getting Started.** Thank you for opening an account with Global Federal Credit Union (Global Credit Union or Global).

Please read this Share Account Disclosure Statement carefully as it contains important terms and conditions that apply to your account with Global.

**1.2. How to Contact Us.** You can contact us with any questions about these disclosures or with any concerns related to your account.

**By phone:**

800-525-9094

**In Writing:**

Global Federal Credit Union

P.O. Box 196613

Anchorage, AK

99519-6613

**In Person:**

You may talk to us in person at any of our branches.

## 2. MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement governs all Global Business Share Draft (Checking) and Business Share (Savings) Accounts (including Certificates) opened for business or commercial purposes. This Share Account Disclosure Statement, the applicable “Schedule of Service Fees,” the “Business Account Application and Agreement” that you signed, and other account opening documents for your account are part of the binding contract (the Agreement) between you and Global for your share account. This Agreement covers your rights and responsibilities concerning your business accounts and the rights and responsibilities of Global. When you complete the documentation to open a business account or keep your business account open, you acknowledge that you have reviewed and understand the terms of this Agreement, and you agree to be governed by the terms in this Agreement. You understand that these terms, which may be periodically changed or supplemented, are a binding contract between you and Global for your share account. We give this Agreement to you when you open your account. Additional copies may be obtained by contacting us via one of the methods in section 1.2 “How to Contact Us.”

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”, “member”, or “legal entity.” In this Agreement, the words “you,” “your,” and “yours” mean the member who opens an account with Global, anyone who signs a “Business Account Application and Agreement” or signature card, account change card, form to change or add authorized signers, or any other account opening document, and anyone for whom membership and/or service requests are approved through Global’s online application and

authentication process. The words “we,” “us,” and “our” refer to Global Federal Credit Union. The word “account” means any one (1) or more share or other accounts you have with Global.

The term “Share Account(s)” generically and collectively refers to the following types of shares: savings, money market, share draft (checking), and certificates. Share draft accounts will be referred to as checking accounts and share drafts as checks.

By signing your “Business Account Application and Agreement,” you and all authorized signers agree to abide by the terms and conditions and fee schedules applicable to all accounts and services you receive from Global and to conform to Global’s bylaws and amendments thereto. You authorize us to perform a credit check or obtain a credit report at any time. Member accounts, including the account numbers, are solely owned by the member. All share accounts are non-assignable and non-transferable to third parties.

The terms and conditions of this Agreement and these accounts and services are subject to change without your approval and without notice to you unless prior notification is required by law. When we change this Agreement, the revised version of this Agreement supersedes all prior versions and governs your account. If you continue to use your account or keep it open, you are deemed to have accepted and agreed to the change and are bound by the change. If you do not agree with a change, you may close your account as provided in this Agreement. Any notice provided by us to you constitutes notice to all individuals authorized by you to access the account. If you have any questions, please contact us via one of the methods in section 1.2 “How to Contact Us” of this Agreement.

### 2.1. Membership Eligibility

**a. Eligibility.** The business member must meet at least one of the membership qualifications defined in Global’s Field of Membership. A business entity is eligible to become a member of the credit union provided it qualifies in one of the following ways: (1) the business is located within an eligible community charter location, or (2) the business itself is listed in the Field of Membership, or (3) all owners (which may include all shareholders) are existing members or eligible to become members of Global. You also must purchase at least one (1) share (the value of one share is \$5).

Your membership is contingent on satisfactory verification of identity in compliance with the USA PATRIOT Act. 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, including the beneficial owners of legal entities. When you apply to become a business member, we will require each beneficial owner’s name, physical address, date of birth, and other identifying information. Beneficial owners are identified as:

- › Each individual who owns, directly or indirectly, 20% or more of the equity interests of the legal entity member. Indirect ownership includes ownership by an individual that is held through another corporate entity.
- › An individual with significant responsibility for managing the legal entity (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President or Treasurer), or any other individual who regularly performs similar functions.

Global requires appropriate proof of existence of the legal entity and other documents providing proof of authority to establish accounts and services. If Global is not able to verify the required beneficial owner(s) or authorized signer(s) identity, Global reserves the right to not open an account or establish a relationship.

Requests for business membership or the ability to act as an authorized account signatory may be denied to individuals who have caused Global a financial loss and/or who have a record of account abuse with a consumer reporting agency.

Once you qualify for membership, you will not be required to requalify if you have maintained active membership status. An active member must maintain a balance of at least \$5 (par value of one share) in any share account. If the account balance drops below \$5 for any reason, including as the result of the imposition of any share account service fee, and the balance is not increased to \$5 within a six-month (6-month) period, your membership may be terminated. If your membership is terminated, you will need to re-qualify for membership, by being in Global's Field of Membership and purchasing a share, to receive account services.

**b. Prohibited Activities.** Global will not provide account services to any person or organization:

- › Registered as or engaged in doing business as a Principal Money Service Business (MSB);
- › Routinely engaged in providing check cashing services to third parties or acting as a third-party processor;
- › Whose primary business is the operation and/or servicing of more than one (1) private ATM or any ATM network;
- › Registered as or engaged in doing business as a Peer-to-Peer (P2P) exchanger, exchanger or administrator of any virtual currency, as defined below, or any other type of business that violates state or federal law. These definitions are intended to be consistent with virtual currency definitions and guidance provided by the Financial Crimes Enforcement Network.
  - › A P2P exchanger includes any natural person engaged in the business of buying and selling virtual currency for profit.
  - › An exchanger includes a person or business engaged in the exchange of virtual currency for real currency, funds, or other virtual currency.

- › An administrator includes a person or business engaged in issuing (putting into circulation) a virtual currency, and who has the authority to redeem (to withdraw from circulation) such virtual currency.
- › A user is a person who obtains virtual currency to purchase goods or services on his or her own behalf. Users are exempt from these prohibitions and are not subject to the restricted account prohibitions listed here.
- › Engaged 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). Global may also restrict electronic debit activity applicable to member accounts that originate from known Internet gambling providers or may be coded as originating from a gambling establishment, as defined by Regulation GG;
- › Registered as or engaged in the direct operation of a Tier I or Tier II marijuana related business (MRB), as defined below, or any other type of business that violates state or federal law. Global utilizes a risk-based tier structure to categorize MRBs.
  - › A Tier I MRB includes businesses directly engaged in the marijuana industry through the manufacture, distribution, and/or disbursement of marijuana.
  - › A Tier II MRB is not directly engaged in manufacturing, distribution, or disbursement of marijuana, but has a specific and intentional focus on providing products and services to such businesses.
  - › Tier III MRBs are not traditional marijuana-related businesses, but rather businesses that may occasionally or periodically sell services to the industry or products that may be used by Tier I or Tier II MRBs.
  - › As a matter of policy, and in recognition of resource constraints and member service capability, Global will not provide account services to Tier I or Tier II MRBs, with the specific exception of employees of MRBs and hydroponic suppliers which are permissible.
- › Registered as or engaged in the direct operation of Tier I or Tier II hemp related business (HRB), as defined below, or any other type of business that violates state or federal law. Global utilizes a risk-based tier structure to categorize HRBs.
  - › A Tier I HRB includes businesses that cultivate, plant, grow, handle, harvest, condition, distribute, or store hemp, hemp plants, hemp plant parts, hemp products, or hemp seed.
  - › A Tier II HRB includes businesses that are not directly engaged in cultivating, planting, growing, distributing, or disbursing of hemp, but have a specific and intentional focus on providing products and services to such businesses.
  - › A Tier III HRB includes businesses that occasionally or

periodically sell services to the industry or sell products that may be used or produced by Tier I or Tier II HRBs and those sales are incidental to the overall business revenue.

» As a matter of policy, and in recognition of resource constraints and member service capability, Global will not provide account services to Tier I or Tier II HRBs, with the specific exception of employees of HRBs which are permissible.

Global may:

- › Restrict deposits or withdrawals by any member who deposits and/or withdraws in aggregate more than \$150,000 in cash per calendar month for more than two consecutive months, or three months within the last 12 months; or
- › Restrict account services to any member who utilizes their account in a manner inconsistent with the account type, if such activity results in the avoidance of account fees.

**2.2. Business Account.** Your account 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 Global from any liability for such payment. Each of the authorized signers is authorized to access the account by any means approved by Global. We may require that third-party checks payable to a business may only be deposited to a business account.

If more than one person is authorized to write checks or draw items on the account, you agree that Global 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. You agree 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 Global.

You acknowledge and agree that you are pledging all or any part of shares/funds in the account as collateral security for any loan or loans, excluding credit card accounts, with Global. Any authorized signer may access any credit line loan established with this account through any access means made available by Global. You and authorized signers agree that Global is authorized to charge, at any time, against any account associated with this master account number, any indebtedness owing to us by you.

Global reserves the right to require you to provide a new account agreement or account amendment and board minutes for corporations, associations, and organizations or other documentary evidence satisfactory to us informing us who is authorized to act on your behalf. No Payable on Death (POD) beneficiary designation or other designation shall apply to the account.

If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of an account, you agree we may place a hold on that account until such conflict or

dispute is resolved to our satisfaction, and we will not be liable for dishonored items as a result of such hold. You agree that Global shall have no notice of any breach of fiduciary duties arising from any transactions by any agent of yours, unless we have actual notice of such breach.

You agree to notify Global of any change in the authority of agents or authorized signers. We may rely on written authorization until such time as we are informed of changes in writing and such changes shall not affect transactions made within one business day of receipt of notice by us. 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 us. Accordingly, you shall be solely responsible for recovering any checks in the possession of a signer who is removed from the account.

**2.3. Business Trust Accounts.** In addition to the standard Business Account, Global offers two forms of Business Trust Accounts. The Business member must have an established Business Account to open a Business Trust Account. Business Trust Accounts may be opened only in Alaska, Arizona, California, Idaho, and Washington.

**a. Interest on Lawyer's Trust Account (IOLTA).** An IOLTA account is a dividend-earning checking account available to law firms in Alaska, Washington, California, Arizona and Idaho. The IOLTA is opened in the name of the law firm using the EIN of the state Bar Foundation. Dividends earned are credited to the IOLTA Checking share at the end of each month and are then transferred in accordance with the State Bar requirements. In the event fees are assessed to the IOLTA, it is the responsibility of the business member to pay for fees with non-trust fees.

**b. Real Estate Trust Account (RETA).** RETA accounts may be established by licensed realtors or real estate brokers, in the name of the real estate agency or brokerage, for the purpose of holding funds that are part of a real estate transaction in escrow. A RETA account will have only a checking share; no other share type will be available. The required membership savings share is held in the member's Business Account. In the event fees are assessed to the RETA, it is the responsibility of the business member to pay for fees with non-trust fees.

**2.4. Share Insurance Coverage.** Accounts are federally insured to at least \$250,000 by the National Credit Union Association (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 National Credit Union Share Insurance Fund (NCUSIF). The NCUSIF is a federal fund backed by the full faith and credit of the United States government.

Accounts for partnerships, corporations, and unincorporated associations are separately insured for up to \$250,000. Accounts for sole proprietors, including doing-business-as (DBA) accounts, are not insured separately from accounts for individuals. Adding

authorized signers to accounts does not increase account coverage.

For more information about NCUA share insurance, please see the “Your Insured Funds” brochure, which is published by NCUA and available at all Global branches and online at <https://www.mycreditunion.gov/sites/default/static-files/insured-funds-brochure.pdf>.

### 3. DEPOSIT REQUIREMENTS

**3.1. General Provisions.** All deposits are subject to “proof” by Global. This means Global reserves the right to review the cash, checks, or other items deposited to confirm the amount of the deposit. You are responsible for all items deposited into your account—including any problems that may ensue. If you deposit one or more checks, money orders, cashier’s checks, or other such items, we do not generally verify whether they are valid at the time you deposit them. Your account may be charged for the value of an item if it is not paid for any reason, which may result in your account being overdrawn and fees being assessed. We are not required to verify or question the authority of any person making a deposit to your account. We may accept an item for deposit from any person. If your account is overdrawn and you make a deposit, the funds may be applied first to fees you owe us and/or to pay any existing overdraft.

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

We may refuse a deposited item entirely or partially. We may return an item you have deposited. Or we may accept it for collection only. If you deposit counterfeit cash, your account may be charged for the amount determined to be counterfeit.

**3.2. Deposit Preparation and Acceptance.** Any deposits not made in person at a branch may be opened and counted by any Global employee or authorized agent. You agree not to dispute the amount of any cash deposit not made in person at a branch.

We determine the date of a deposit at our discretion, and this will affect the date on which the deposit is credited to your account. This may depend on the manner in which it was deposited (in person, ATM, night depository, mail, etc.). We reserve the right to adjust the amount that you deposit with us based on subsequent verification of deposited items by us.

**3.3. Deposit Error Correction.** Global can correct any errors found. For example, if you made an error in adding the amount of your deposit, we can correct your account to reflect the actual amount deposited. Global can correct errors even if we gave you a receipt for the incorrect amount or already posted the incorrect amount to your account.

If you use a deposit slip for depositing funds, you must ensure that the amount shown on the deposit slip is correct. We may use the amount shown on the deposit slip to provisionally credit your account. If the amount shown on the deposit slip is later shown to have been incorrect, we reserve the right to either adjust your account or not adjust your account unless you notify us of the error.

If an error was made with a deposit, we may adjust your account. This may be done regardless of whether you have withdrawn some or all of the funds. We are not responsible for any errors or delays made by others in the collection process. We are responsible only for exercising an ordinary level of care.

It is your responsibility to identify the correct account for your deposits, and you are responsible for any fees, costs, damages, or loss that may occur if you incorrectly identify the account for your deposits. We may choose to deposit funds into the account you designate regardless of whether there are discrepancies between the name or account number and your instructions.

**3.4. Overpayments and Reversals.** If funds are transferred to your account by mistake, we may reverse the transfer without notice to you, even if it causes your account to be overdrawn. Similarly, if funds are deposited to your account by mistake, we may deduct those funds from your account, even if it causes your account to be overdrawn. We may do this without giving you prior notice.

**3.5. Returned Items.** Our returned check procedures apply to all funds that you have deposited into your account or that we have cashed for you—collectively called “cashed or deposited checks.” We may take any of the actions described in this section (including withdrawals and holds) without notice to you, even if our actions cause your account to be overdrawn or to have insufficient funds.

Funds in the amount of a returned check may be deducted from your account at any time starting with the date it is returned to us by any means or starting with the date we are notified that the check will be returned to us—whichever is earlier. We may place a hold on funds in your account while we work to resolve the returned check, even if the check has already been paid by the bank on which it is drawn, regardless of whether the payment is considered final.

For each cashed or deposited check that is returned to us, we may charge you a fee. You agree to immediately pay any fees, charges, or overdrafts incurred because of returned checks in your account.

We are not obligated or required to question or investigate the circumstances behind any returned check or to take any action with regard to a returned check. We may accept a returned check, pay the claiming party, and withdraw the relevant funds from your account without regard to whether the check was paid by the other party and without regard to any midnight deadline or

clearinghouse rules. We will accept (and you agree to accept) an electronic notice of return, a copy of the original check with an indemnity stamp, an image replacement document, or an image as documentation of the returned check instead of the original check.

We may choose to (but are not obligated to) resubmit the returned check for payment, and we are not obligated to notify you if we choose to do so. We may, at our discretion, notify you about some returned checks.

**3.6. Endorsing Checks.** We may accept items deposited to your account even if you have not endorsed them. We reserve the right to require your endorsement on deposited items. We may refuse a deposited item if individuals who are not account owners have endorsed the item.

Checks written to a signatory on the account may be accepted if they are endorsed by any other signatory on the account.

If a check you wish to cash or deposit is payable to another party or is payable to you and other parties, we may require that the check be endorsed by all parties named on the item. We may require that the parties provide documentation of their personal identification or an endorsement guarantee.

For checks deposited using Mobile Remote Deposit (mobile deposit), you agree to add "FOR MOBILE DEPOSIT ONLY, Global account # \_\_\_\_" immediately below the signature line. Checks deposited electronically that do not include this restricted endorsement may not be accepted for deposit. Once a check has been deposited and accepted electronically, it may not be deposited to another financial institution. Mobile deposits that do not bear a restricted endorsement and are later deposited at another institution will be returned and subject to a return deposit fee as stated in the Statement of Service Fees - Business.

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. You are responsible for any loss incurred by you or Global due to such a late return. Additionally, you 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 you.

If you use a Facsimile Signature, you authorize and direct Global, without further inquiry and as an accommodation to you, to honor and pay checks, drafts, and other items for which a Facsimile Signature was used, and to charge and debit the member

account(s) for such items, regardless of how or by whom the actual or purported facsimile signature was affixed. You agree to assume full responsibility for withdrawals or items we pay containing or purporting to contain a Facsimile Signature and are precluded from asserting and agrees to indemnify and hold us 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.

**3.7. Foreign Checks.** Some checks may be accepted for collection only and may not be cashed upon presentment. This includes checks drawn on foreign banks or checks in foreign currencies. Our Funds Availability Policy does not apply to any foreign checks, whether or not we accept it for deposit or on a collection basis. Such checks are processed separately and will typically be credited to your account only when we receive payment for the check. If we credit your account before receiving payment, and then do not receive payment, or the check is returned unpaid, your account may be debited, regardless of whether this causes your account to be overdrawn, for the amount of the item at the current exchange rate, which may be different than the initial credit. Foreign currency conversion rates are determined by the processing or paying bank. Foreign checks may be subject to fees imposed by Global and other financial institutions involved in processing the check. These fees are required to be paid even if the check is returned unpaid. If payment of a fee is required prior to processing the item, we may pay the fee and deduct the amount from your account, regardless of whether this causes your account to be overdrawn. Such a fee may be deducted from the amount paid to us by another financial institution.

**3.8. Demand Drafts and Remotely Created Checks.** You guarantee that a demand draft or remotely created check that you deposit to your account is authorized by the identified drawer and in accordance with the terms on its face. If you authorize a third party to draw a remotely created check or demand draft against your account, you may not later revoke your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or demand draft for which the third party has proof of your authorization. You indemnify us from all loss, expense, and liability in the event that such an item was not authorized.

## 4. 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.

We provide you notice of credits and debits to your account by listing them on your account statement. We are not obligated

under the Nacha Operating Rules or the Uniform Commercial Code (UCC) to send a separate notice or receipt for wires or electronic transfers. If you have a question on an incoming transfer, please contact us (see “How to Contact Us” in Section 1.2 of this Agreement).

#### **4.1. Actual Balance, Available Balance, and Order of Transactions.**

**a. Actual Balance.** Your actual balance is the actual amount of money in your account. This amount is updated throughout the day as transactions are posted. It does not include pending transactions or holds. You agree we may give you credit for an ACH payment before we receive final credit; however, any such payment is provisional until we receive final settlement. If we do not receive final settlement of an ACH that we have provisionally credited, we will reverse the entry and you will be liable to us for the amount of the transaction.

**b. 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 and 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.

**c. Order of Transactions.** Typically, Global posts transactions in the order they are received. We cannot control when transactions are presented for deposit or payment. We make every attempt to post credits before debits so that members receive the maximum benefit of their funds. Both the actual and available balances of your account can be checked at a Global ATM, when reviewing your account information online, by phone, or at a branch.

#### **4.2. When Transactions Are Posted**

**a. In-Person Cash Transactions.** Cash deposits presented in person at a branch location during business hours post to your account as they are received and are available for immediate withdrawal. In-person cash withdrawals also post immediately.

**b. Night Deposits.** Deposits made using a branch night depository post several times a day. Deposits made throughout the day will be posted no later than the branch closing time. Deposits made after branch operating hours will be posted the next business day, generally within one hour of the branch opening time. Deposits may not be available for withdrawal subject to the ‘Funds Availability’ section of this disclosure.

**c. Checks and Remote Deposit Capture.** When you write a check, it may be negotiated in an Global branch for deposit or to

be cashed, or it may be negotiated at another financial institution and processed through the Federal Reserve System. Checks presented at an Global branch will generally be debited from your account as soon as they are received. Checks received from the Federal Reserve System will be processed at least once each day and will post in check number order.

Business members can deposit checks remotely either by using Mobile Remote Deposit on the Global App, or by using Business Remote Deposit, which uses a scanner to upload checks. Business members must apply and be determined to be eligible before they will be permitted to use Business Remote Deposit. Any deposit that does not meet the criteria required by the Mobile Remote Deposit or Remote Business Deposit service requires additional review and verification that may delay posting.

Mobile Remote Deposit. Deposits made using Mobile Remote Deposit will generally be made available within 30 minutes unless further verification or extended hold periods are needed. Deposits of larger checks may not be fully available until up to five business days after the deposit if hold periods apply. If further verification is needed, deposits submitted via the Service prior to 5:00 p.m. Alaska Standard Time (AST) Monday – Friday, except for holidays, will be reviewed the same business day. If the item is approved, the funds will be deposited to your account, subject to applicable check holds, before 6:00 p.m. AST on the same business day and you will receive an “Approved” email confirmation. Funds deposited outside of business hours, AST, will be reviewed on the following business day. Deposits of larger checks may not be fully available until up to four business days after the day of deposit if hold periods apply. Members are sent an email notification of any holds placed on deposited items.

Business Remote Deposit. Deposits made using Business Remote Deposit typically are posted the same business day. Deposits made after 5:00 p.m. AST, or on weekends and/or holidays, will be processed the following business day.

**d. ATM Transactions.** Global 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 post to your account as they are received and are available for immediate withdrawal. Check deposits made using either an Intelligent or Envelope Depository post 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.

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 (POS) transaction and “credit” means the purchase will be processed as a signature-based transaction. Regardless of how the transaction is processed, Global will use your available balance to determine whether a transaction will be approved (authorized) or declined.

Typically, POS transactions are ones in which 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, we will attempt to post the transaction as soon as it is received.

Signature-based transactions are ones in which 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 Global 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.

Credits (refunds) from debit card purchases are posted to your 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.

**f. Automated Clearing House (ACH) Transactions.** Global processes transfers through the Automated Clearing House (ACH). ACH transfers, which are sometimes referred to as direct deposit or electronic payments, are subject to rules of Nacha. Your rights and obligations with respect to these transactions shall be governed by and construed in accordance with the laws of the state of Alaska, as provided by Nacha Operating Rules. In the case of credit entries subject to Article 4A of the Uniform Commercial Code, Global hereby provides notice that such entries may be transmitted through the ACH Network pursuant to the Nacha Operating Rules.

Global 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.

Funds from electronic direct deposit will be available on the date Global receives payment for that deposit. We may give you access to funds deposited by ACH before final settlement. Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for that entry through a Federal Reserve Bank. If we do not receive such final settlement, we are entitled to a refund from you in the amount credited to your account in connection with such entry, and the payor of the entry will not be deemed to have paid you the amount of such entry.

If you originate an ACH transaction you agree to comply with and be bound by the Nacha Operating Rules. You should be aware that we may not match the name on the receiving account to the name of the individual listed on the transaction. Rather, we may rely solely on the account number provided to post the transaction.

**g. Bank Wires.** Deposits from incoming bank wires are posted to your account as they are received and are available for immediate withdrawal.

We may delay the processing of an outgoing wire transfer request to verify information as required by The USA PATRIOT Act. Wire transfers may be sent through Fedwire which is a system operated by the Federal Reserve System and governed by Regulation J. You are responsible for verifying the information you provide to Global for outgoing wire transfer instructions. You should be aware that financial institutions are not obligated to match the name on the receiving account to the name of the beneficiary listed on the wire transfer request. Rather, financial institutions may rely solely on the account number provided on the wire transfer request. Therefore, it is critical to ensure the accuracy of your wire transfer instructions. Once a wire transfer has been transmitted, it may not be recovered. The cut-off times for receipt and processing of wire transfer requests will be communicated to you at the time of your request. Funds for an outgoing wire transfer will be withdrawn from the account the day the wire is processed. Global will not be liable for any failure to act or delay due to a lack of sufficient available funds in your account or any inaccuracy in the instructions provided.

Wire transfers involving only US currency that are not completed on the day the instructions are received may be processed on a subsequent business day.

Wire transfers involving a foreign currency require the instructions be received on the business day the transfer is processed.

**4.3. Postdated and Staledated Checks and Stop Payment Orders.** For checks drawn on Global 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 Global has been instructed to stop payment.

## 5. CHECK 21 AND SUBSTITUTE CHECKS

**What is a substitute check?** To make check processing faster, GCU 02454-D R 260414a

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).

**Your 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 a refund of 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 are also entitled to dividends 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 dividends 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 you have suffered a loss relating to a substitute check that you received and that was posted to your account, contact us immediately via one of the methods in section 1.2 “How to Contact Us”.

You must contact us within sixty (60) calendar days of the date we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or of the date of 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 the following information:

› 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;
- › A copy of the substitute check and/or the following information to help us identify the substitute check: 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.

## 6. GLOBAL AND MEMBER LIABILITY

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages, not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution’s negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care and our actions or nonactions shall be consistent with applicable federal and state law, Federal Reserve regulations and operating letters, NCUA regulations, and clearinghouse rules. You grant us the right to rely exclusively on the form of the account and the terms in this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

You agree to indemnify Global and hold us harmless from and against all costs, including attorney’s fees, damages, and claims, related to our actions if we are unable to post funds to an account under certain circumstances, including but not limited to the following:

- a. Our closing of the account;
- b. Your or any payee or endorsee’s raising of a claim regarding the account; or
- c. Our failure to cancel or process an item as a result of incorrect information provided by you.

## 7. GLOBAL LIEN AND SECURITY INTEREST

Global has the right to seize deposited funds to repay financial obligations owed by you, 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 that lists the obligated party as

member or joint owner. You may be charged a fee for the transfer to resolve the negative share balance.

**7.1. Security Interest.** By signing the account agreement, you acknowledge and voluntarily agree to pledge all shares and funds in the account as collateral security for any loan or loans, excluding credit card accounts, with Global.

**7.2. Statutory Lien.** Under federal law, Global has the right to impress and enforce a statutory lien against your shares and dividends in the event of failure to satisfy a financial obligation and may enforce that right without further notice to you. A “lien” on property is a creditor’s right to obtain ownership of the property in the event a debtor defaults on a debt. A “statutory lien” is one created by federal or state statute. This lien right applies to all accounts that you have with Global, to the extent permitted by law, including accounts that are held jointly with another party. Specific exceptions to our application of our statutory lien right may apply, including the following instances: (1) to offset credit card debt if you are delinquent on a credit card issued by us; or (2) if you are 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 Global in the event that you default on a debt.

## **8. TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING**

If you are not a corporation and we pay you \$10 or more in dividend payments on your deposit account with us, we are required to report the payments to you and to the Internal Revenue Service (IRS). We may also be required to report this information to the appropriate state revenue authority. You should consult your tax advisor or legal professional for more information.

When you open an account with us, we are required to obtain from you, and you certify that you have provided to us, a correct certified U.S. Tax Identification Number (TIN) and correct information about your backup withholding status. For a business, the TIN is your Employer Identification Number (EIN).

About backup withholding: Backup withholding is not an additional tax. If we are required to backup withhold, the current backup withholding rate will apply to any dividends paid to your account, and the amount withheld will be paid directly to the IRS on your behalf. Backup withholding may apply in any of the following situations: (1) if you do not give us a certified name and TIN; (2) if the IRS notifies us that the name or TIN is incorrect; or (3) if the IRS notifies us that you did not report all your dividends on your tax return. If backup withholding applies to you, we are required to report the backup withholding amounts to you and to the IRS. Backup withholding amounts paid to the IRS may be claimed as a credit on your federal income tax return.

In some cases, a state and local tax authority may also require that we pay state and local backup withholding on interest paid

to your account when we are required to pay backup withholding to the IRS.

## **9. BANK SECRECY ACT INFORMATION**

In compliance with the Currency and Foreign Transactions Reporting Act, also known commonly referred to as the Bank Secrecy Act (BSA) and amended by the USA PATRIOT Act, the U.S. government now requires that we ask you to supply certain information about your employment, other sources of income, and anticipated activity on your account(s).

## **10. STATEMENTS AND COMMUNICATIONS**

**10.1. Statements.** A single statement is provided to you for all account activities linked to your account number with us. Statements are typically provided on a monthly basis when a checking account is linked to your account number. Statements are typically provided on a quarterly basis when a checking account is not linked to your account number. However, if you have any Electronic Funds Transfer (EFT) activity in a month, you will receive a monthly account statement. We are not obligated under the Nacha Operating Rules or the Uniform Commercial Code (UCC) to send a separate notice or receipt for wires or electronic transfers. The statement will show all wires and EFTs that occurred, including direct deposit, preauthorized payments, online transactions, and any transactions involving the use of your ATM or Visa Debit Card.

If your statement (and any accompanying items) is returned to us at any of our offices or branches, we may choose to forward it to you or destroy it.

**10.2. Notification of Errors.** You are responsible for examining each statement of account and discovering, and then notifying us in writing of, any errors, unauthorized transactions, alterations, unauthorized signatures, or other problems (collectively, “the error”) promptly.

You must notify us on or before the sixtieth (60th) day after the first account statement containing the error was made available to you. If you do not notify us in this period, we shall not be liable for the error, any subsequent errors, any related payments made, and any related charges to your account.

Global 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 you do not notify the credit union within this timeframe, you will be deemed to have authorized the ACH transaction. We may additionally require an affidavit regarding the problem in a form satisfactory to us. Global will tell you the results of our investigation of your claim, the basis for our decision, and will advise you of the action, if any, we will take.

Notify us immediately at one of the telephone numbers provided

in the “How to Contact Us” 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.

**10.3. Notice of Changes of Address, Phone, Name, or Email.** You are responsible for keeping an up-to-date address and contact information on file with us and for notifying us of any change in your address. We use the address on file to send notices and communications to you.

By providing this information, you give us permission to contact you to discuss your Global accounts. We may use a variety of methods to contact you, including but not limited to mail, phone calls, text messages, and emails.

If you do not provide us with your current address, we may continue to send statements and notices to the address we have on file for you. You agree to indemnify and hold us harmless for doing so. We may change the address on file for you if the U.S. Postal Service or one of its agents notifies us that you have changed your address. We would then use the new address to send notices and communications to you.

## **11. DISCONTINUANCE OF SERVICES AND ACCOUNT CLOSURES**

### **11.1. Discontinuance and Suspension of Services Policy.**

Global may restrict or suspend your access to any or all products or services, except the basic rights of a member to vote in annual and special meetings and maintain a share account, if you engage in conduct that is abusive to the credit union and its membership. Global may permanently discontinue or temporarily suspend account services to you for reasonable cause, which includes, but is not limited to, aggressive, violent, disruptive, or abusive behavior towards officials, employees, agents, or members of the credit union, identity verification issues, misconduct, fraud or attempted fraud, engaging in restricted account activities, causing a financial loss to us, and/or account or service abuse. Global may request beneficial ownership information at any time after an account is opened. If the legal entity does not provide the required beneficial owner information as requested, Global may block or close the account. If the legal entity member is no longer licensed to do business, no longer in Good Standing according to the terms in this agreement, or the entity has dissolved, the account may be closed within 90 days. Account services may also be suspended to prevent us from incurring a loss. Discontinuance and suspension of services applies to all account types, including those held by employees or officials of Global. Under certain circumstances, services may be reinstated, for example, when a member has caused us a financial loss and later reimburses us in full.

You may appeal the discontinuance or suspension of services to Global's Supervisory Committee. Appeals should be submitted in writing to the address in section 1.2 “How to Contact Us” in this

Agreement.

**11.2. Zero Balance Accounts.** 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 we determine that you are still using the account. You may reactivate zero balance accounts within six (6) months from the date of last activity.

**11.3 Account Reopening.** We may reopen your account after closing in certain circumstances including, but not limited to, receipt of a dishonored/returned item or a preauthorized debit card transaction initiated on your account and not canceled prior to account closure.

**11.4. Unclaimed Property/Accounts Presumed Abandoned.** Unclaimed property laws require us to turn over abandoned accounts to the appropriate state. If no activity occurs on your account within the time period specified by state law, your account will be deemed 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 your account.

**11.5. Termination of Membership.** We may terminate your membership in Global in one of three ways. The first way is through a special meeting. Under this option, we may call a special meeting of the members, provide you an opportunity to be heard, and obtain a two-thirds vote of the members present at the special meeting in favor of your expulsion. The second way to terminate your membership is under a nonparticipation policy given to each member that follows certain requirements. We may terminate your membership for nonparticipation if you fail to maintain your minimum required membership share for six months. The third way to terminate your membership is by a two-thirds vote of a quorum of the directors of the credit union for cause.

Cause is defined as follows: (A) a substantial or repeated violation of your Agreement with us; (B) a substantial or repeated disruption, including dangerous or abusive behavior, to the credit union's operations; or (C) fraud, attempted fraud, or a conviction of other illegal conduct that a member has been convicted of in relation to us, including in connection with our employees conducting business on behalf of us.

Before the board votes on an expulsion, we must provide written notice to your mail address (or email, if applicable) on record or personally provide the written notice. We must provide the specific reasons for the expulsion and allow you an opportunity to rebut those reasons through a hearing if you choose. It is your responsibility to keep your contact information with us up to date, and to open and read notices from us. Unless we determine to allow otherwise, there is no right to an in-person hearing with the board. If you fail to request a hearing within 60 calendar days of

receipt of the notice, you will be expelled. You may submit any complaints about your pending expulsion or expulsion to NCUA's Consumer Assistance Center if the complaint cannot be resolved with the credit union.

We will confirm any expulsion with a letter with information on the effect of the expulsion and how you can request reinstatement. Expulsion or withdrawal from membership does not relieve a member of liability to the credit union, and we may demand immediate repayment of the money you owe to us after expulsion, subject to any applicable contract terms and conditions.

For additional information on expulsion and a copy of our expulsion policy, see Article XIV of our Bylaws.

## **12. ARBITRATION AND DISPUTE RESOLUTION**

To the extent allowed by law, all claims or controversies arising between you and Global shall be subject to arbitration. ARBITRATION IS FINAL AND BINDING ON THE PARTIES AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. IN ARBITRATION THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT, INCLUDING THEIR RIGHT TO A JURY TRIAL. IF YOU HAVE ANY QUESTIONS ABOUT ARBITRATION, CONSULT AN ATTORNEY OR THE AMERICAN ARBITRATION ASSOCIATION. YOU AGREE AND UNDERSTAND: (I) THAT YOU AND WE ARE BOTH GIVING UP THE RIGHT TO TRIAL BY JURY; AND (II) THAT YOU AND WE ARE PRECLUDED FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS (THE "CLASS ACTION WAIVER.")

### **ARBITRATION PROVISIONS**

**12.1. Binding Arbitration.** At the request of either you or Global, binding arbitration under the Federal Arbitration Act will be used to resolve any claim or controversy ("Dispute") between or among us and our assigns arising out of or relating in any way to this agreement, this agreement to arbitrate ("Arbitration Clause,") or any related agreements or instruments which cover any of your loans, products, or services you have or have had in the past with Global ("Related Documents.") This also includes a Dispute based on a contract or arising from an alleged tort or any alleged statutory or regulatory violation, whether the Dispute arose or came to exist in the past, now exists or may arise or come to exist in the future. Notwithstanding the foregoing, please note that certain special or limited remedies may be obtained through the court system. See subsection 12.10. Arbitration shall not be required for an action commenced in small claims court or a court of similar jurisdiction that does not provide for trial by jury or the combination or joinder of claims.

**12.2. Rules.** The arbitration will be conducted in accordance with the applicable commercial arbitration rules of the American Arbitration Association ("the Administrator.") In the event of a conflict between the rules of the Administrator and this Arbitration

Clause, this Arbitration Clause shall supersede and govern to the extent of the inconsistency. A copy of the commercial arbitration rules and procedures can be obtained free of charge at [http://www.adr.org/sites/default/files/Commercial-Rules\\_Web.pdf](http://www.adr.org/sites/default/files/Commercial-Rules_Web.pdf). We will also mail or email you a copy of the commercial arbitration rules if you make a request through a branch or through the Global Member Service Center which can be reached at the number in Section 1.2 "How to Contact Us." In the event the Administrator is unavailable, and if we do not agree on an alternative forum, then you can select the forum for the resolution of the Dispute provided it is consistent with the remaining terms of this Section 12.

**12.3. Survival of the Arbitration Clause.** The provisions of this Arbitration Clause will survive any termination, amendment, or expiration of this agreement or Related Documents. The provisions of this Arbitration Clause take the place of any prior agreement to arbitrate between or among the parties and supersedes any other dispute mechanism contained in any Related Documents.

**12.4. Severability.** Aside from the Class Action Waiver (see subsection 12.8.), if any provision of this Arbitration Clause should be determined to be invalid or unenforceable, all other provisions of this Arbitration Clause shall remain in full force and effect.

**12.5. How to Initiate Arbitration.** The arbitration may be initiated even if one of us has already initiated litigation in court related to the Dispute. Arbitration can be initiated by: (1) making a written demand for arbitration on the other party; (2) filing a motion to compel arbitration in court; or (3) initiating the arbitration process through the American Arbitration Association. All Disputes shall be resolved by a single arbitrator.

**12.6. Location and Timing.** The arbitration proceedings shall be conducted within fifty (50) miles of your primary offices at the time arbitration is initiated. If there is not an office or facility to conduct the arbitration within fifty (50) miles of your primary offices, then the arbitration proceedings shall be conducted at the nearest town or city with suitable facilities.

**12.7. Costs and Fees.** Global shall pay for any filing, administration, and arbitrator fees imposed on you by the American Arbitration Association.

**12.8. Interpretation of this Agreement and the Arbitration Clause.** The validity and effect of the Class Action Waiver may be determined only by a court and not an arbitrator. You and we both acknowledge that the Class Action Waiver is a material and essential provision to the arbitration of disputes between us and is non-severable from the agreement to arbitrate. If the Class Action Waiver is limited, voided, or found unenforceable, then this agreement to arbitrate (except for this sentence) will be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. YOU AND WE ACKNOWLEDGE AND AGREE THAT UNDER NO

CIRCUMSTANCES WILL A CLASS ACTION BE ARBITRATED. THE ARBITRATOR MAY AWARD RELIEF ONLY ON AN INDIVIDUAL (NONCLASS, NON-REPRESENTATIVE) BASIS. Aside from the validity and effect of the Class Action Waiver, the arbitrator will have the authority to resolve any other Dispute regarding the terms of this agreement, this Arbitration Clause or Related Documents, including any claim or controversy regarding the arbitrability of any Dispute. All limitation periods applicable to any Dispute or defense, whether by statute or agreement, will apply to any arbitration proceeding and the arbitrator will have the authority to decide if any Dispute or defense is barred by a limitations period. The legal doctrines of compulsory counterclaim, res judicata, and collateral estoppel will apply to any arbitration proceeding hereunder so that a party must state as a counterclaim in the arbitration proceeding any claim or controversy which arises out of the transaction or occurrence that is the subject matter of the Dispute. Notwithstanding the applicability of any other law to this agreement, the Arbitration Clause, or Related Documents between or among the parties, the Federal Arbitration Act, 9 U.S.C. § 1. et seq., will govern the construction and interpretation of this Arbitration Clause.

**12.9. Arbitrator Selection and Remedies.** The arbitrator will be selected in accordance with the rules of the Administrator. The arbitrator will have expertise in commercial financial services and/or the subject matter of the Dispute and must be a licensed attorney in the state where the arbitration is held. The arbitrator may award to the prevailing party recovery of costs and fees (including attorneys' fees and costs, arbitration administration fees and costs, and arbitrator fees) in his/her discretion. The arbitrator, either during the arbitration proceeding or as part of the arbitration award, also may grant temporary or additional remedies including but not limited to an award of injunctive relief, foreclosure, sequestration, attachment, replevin, garnishment, or the appointment of a receiver.

**12.10. Certain Remedies Available Through Court.** No provision of this Arbitration Clause, nor the exercise of any rights hereunder, will limit the right of any party to: (1) judicially or nonjudicially foreclose against any real or personal property collateral or their security; (2) exercise self-help remedies, including but not limited to repossession and set-off rights; or (3) obtain from a court having jurisdiction over any provisional or ancillary remedies including but not limited to injunctive relief, foreclosure, sequestration, attachment, replevin, garnishment, or the appointment of a receiver. Such rights can be exercised at any time, before or during initiation of an arbitration proceeding, except to the extent such action is contrary to the arbitration award.

## 13. SEVERABILITY

If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be

invalid or unenforceable and will continue in full force and effect.

## 14. GOVERNING LAW

This Agreement, and your and our rights and obligations under this Agreement, are governed by and interpreted according to federal law and the laws (including applicable principles of contract law) of the state of Alaska, Global's bylaws, as well as local clearinghouse rules, as amended from time to time. You agree to be bound by all terms and conditions of our bylaws, as amended from time to time. Notwithstanding other provisions, you agree that changes in the bylaws will be effective when approved by our Board of Directors, even if you do not receive prior notice. You may obtain a copy of our bylaws upon request via one of the methods in section 1.2 "How to Contact Us."

## 15. FUNDS AVAILABILITY

**15.1. Your Ability to Withdraw Funds.** In most cases, funds deposited by check are available to you prior to final collection of those checks.

Typically, we make funds from your cash and check deposits available to you on the day we receive your deposit. Wire transfers and electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written.

For determining the availability of deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit in person at a branch during business hours on a business day that we are open, we will consider that day to be the day of your deposit. 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.

**15.2. Longer Delays May Apply.** 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 of your deposit. Depending on the amount and type of check that you deposit, funds may not be available until five (5) business days after the day of your deposit. The first \$275 of your deposits, however, may be available on the first business day.

If you make a deposit in person at a branch and we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will notify you in writing when the hold decision is made.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- › We believe a check you deposit will not be paid.
- › You deposit checks totaling more than \$6,725 on any one day.
- › You redeposit a check that has been returned unpaid.
- › You have overdrawn your account repeatedly in the last six months.
- › There is an emergency, such as failure of computer or communications 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.

Funds placed on hold will be unavailable for withdrawal by any means until the date(s) specified.

**15.3. Special Rules for New Accounts.** If you are a new customer, the following special rules will apply during the first 30 days your account is open.

- › Funds from electronic direct deposits to an account will be available on the date we receive payment for that deposit.
- › Funds from deposits of cash; checks drawn on Global; wire transfers; and the first \$6,725 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 checks are payable to you or a joint owner and the deposit was made in person to an Global employee. If these conditions are not met, funds will not be available until the first business day after the day of deposit. The amount of the deposit in excess of \$6,725 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.
- › We may place longer holds on certain items for other reasons.

## 16. SAVINGS AND CERTIFICATES

**16.1. Nature of Dividends.** For dividend-bearing accounts, dividends are paid from current income and available earnings after all expenses have been paid and required regulatory transfers to reserves are completed at the end of a dividend period. The disclosed Dividend Rate and Annual Percentage Yield (APY) are the prospective rates and yields that Global anticipates paying for the applicable dividend period.

**16.2. Dividend Rates and Yields.** The Dividend Rate and APY 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.

The Dividend Rate and APY for variable rate accounts may change as determined by the Board of Directors as stated within the Account Disclosures. Rate changes are solely within Global's discretion. Once a term share account (fixed rate account) is issued or renewed, the rates are fixed over the term of that account. Please visit [globalcu.org](http://globalcu.org) or contact us via one of the methods in section 1.2 "How to Contact Us" to obtain current dividend rates and APYs for variable rate accounts.

**16.3. Annual Percentage Yield (APY) Calculation.** 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 on a 365-day year. APY calculation assumes that principal and paid dividends remain in the account for 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.

**16.4. Compounding and Crediting Dividends.** The frequency with which dividends are compounded and credited (Dividend Period) is set forth in the Comparative Summary of Share Accounts. The Dividend Period is established by the Board of Directors and may be different for each share type.

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. If the dividend period is quarterly, then the first dividend period within a calendar year would begin January 1 and end March 31.

The dividend declaration date precedes the ending date of a dividend period and is usually the date of the last Board of Directors meeting prior to the ending date of a dividend period. The Board of Directors generally meets on the last Wednesday of a calendar month.

The effective beginning date for Certificates and is the date the Certificate was issued or renewed. The effective beginning date for all other new share accounts is the first calendar day funds were deposited.

Certificates with an original maturity of less than one (1) year will receive accrued dividends at maturity. Certificates with an original maturity of one (1) year or more will receive accrued dividends at the end of each month and at maturity.

If you close your account before dividends are paid, you will not receive the accrued dividends. Accounts of noncorporate members opened after December 31, 1983, on which the taxpayer

identification number (TIN) has not been certified, will not receive a dividend.

**16.5. Balance Requirements and Dividend Accruals.** The “Comparative Summary of Share Accounts” included in this Agreement shows the minimum balance required to open each share type, the minimum daily balance that must be maintained in a share each day to obtain the disclosed APY, and the minimum daily balance required to avoid the imposition of an account maintenance fee.

Dividends are calculated by the Daily Balance method which 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 account. Dividends will begin to accrue on direct deposits on the effective date of the deposit, which is the business day Global receives credit for the deposit. The effective date of receipt is shown on the periodic statement of account.

**16.6. Transaction Limitations.** You may not 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 your total primary and contingent liability to Global. You may not withdraw any shareholdings below the amount of your primary or contingent liability to Global if you are delinquent as a borrower, or if borrowers for whom you are co-maker, endorser, or guarantor are delinquent, without the written approval of a loan officer. However, shares issued in an irrevocable trust are not subject to restrictions upon withdrawal except as stated in the trust agreement.

We may refuse to allow a withdrawal in some other situations and will advise you accordingly; for example: (1) a dispute between account owners, unless a court has ordered us to allow the withdrawal; (2) a legal garnishment or attachment is served; or (3) required documentation has not been presented.

### **16.7. Features of Term Share Accounts**

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 Annual Percentage Yield (APY) being paid by Global as of the renewal date on Certificates with the same term and minimum balance, unless otherwise specified by you prior to maturity.

Certificates not specified to automatically renew at maturity by you prior to the maturity date shall be disbursed as instructed by you.

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 it 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.

Certificate dividends may be paid to the Certificate balance, by automatic dividend withdrawal to another share within the account, or by check. The dividend disposition and renewal options for the Certificate may be changed at any time during its term.

c. Early Withdrawal Penalties. We will impose a penalty if you withdraw the deposited funds or any portion of them before the maturity date. Exceptions to these penalties shall apply only in case of death or disability of the Certificate owner.

The Early Withdrawal Penalty applies to all automatic renewals of existing Certificates as if they were new deposits, except during the first ten (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.

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

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 and dividends.

The following schedule of forfeitures will also apply to Certificates:

- › If the maturity period (term) of the Certificate is ninety (90) days or less, you shall forfeit an amount equal to the lesser of:
  - › thirty (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, you shall forfeit an amount equal to the lesser of:
  - › ninety (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, you 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, you 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.

## 16.8. Fees.

a. Fees. The “Schedule of Service Fees - Business,” provided when you opened your account, lists the fees that apply to your account. This schedule is part of the binding contract between you and Global. By opening an account with us, you agree to pay these fees. Current information about fees for other services (such as wire transfers, cashier’s checks, and bond redemptions) is available by contacting us via one of the methods in section 1.2 “How to Contact Us” in this Agreement. We will notify you of any changes in fees as required by law.

b. Charging Your Account. Fees, overdrafts, and other amounts you owe us may be deducted by us from your accounts, and these deductions may be made at any time without notice to you. This does not apply to any accounts covered by the federal Truth in Lending Act.

If the funds in your account are not enough to cover the fees you owe us, we may overdraw your account, without being liable to you. You agree to immediately pay all fees, overdrafts, and other amounts you owe us. We may use deposits you or others make to your account (including deposits of payroll and government benefits) to pay fees, overdrafts, and other amounts you owe us.

To the extent allowable, you agree to waive any protections against attachment, levy, garnishment, or other legal process under federal or state law on government payments that would otherwise be protected. You agree that we may use these funds to pay fees, overdrafts, and other amounts you owe us under this Agreement.

## 17. INSUFFICIENT FUNDS: OVERDRAFTS AND RETURNED ITEMS

**17.1. Determining Sufficiency of Funds.** Global pays debits based on the account’s Available Balance as defined in section 2.5.a. “Available Balance.” If the available funds in your account are not sufficient to pay the full amount of a check, draft, transaction, or other debit (plus any applicable fee) that is posted to your account, we may return the item or pay it using any or all of the applicable overdraft programs in which you have enrolled, as described below. Our determination of an insufficient Available

Balance may be made at any time between presentation and the midnight deadline. We do not have to notify you if your account does not have sufficient available funds prior to our determination.

**17.2. Overdraft Programs.** Global offers two (2) types of overdraft programs to business members: Overdraft Protection and Overdraft Services for debit cards. Fees for these programs are listed on the “Schedule of Service Fees - Business.”

Enrollment in one or more overdraft program(s) does not guarantee that Global will always authorize and pay every transaction. The payment of overdrafts under the programs is a courtesy and is not a right or obligation. We may discontinue overdraft programs for any account at any time without prior notice and without reason or cause.

If an overdraft occurs on an account, we will notify you of the amount paid, including any fees. You have fourteen (14) calendar days to repay outstanding balances incurred as a result of an overdraft. Failure to repay outstanding balances may result in suspension of account services. You agree to immediately pay any overdrawn amounts without notice or demand and, if in default, all related collection costs and attorney’s fees.

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 Overdraft Services for debit cards (described below).

Any authorized signatory may enroll an account in this service by signing an “Agreement to Provide Overdraft Protection.” A transfer fee will apply each day in which total transfers from a savings or money market share or credit line loan exceed the limit stated in the Schedule of Service Fees - Business. Transfers from a credit line loan will be rounded up to the nearest \$100 sufficient to cover the overdrawn amount. If, for any reason, a credit line loan is closed, overdraft protection from that source will be immediately cancelled.

b. Overdraft Services for debit cards. Overdraft Services for debit cards allows Global to pay signature-based debit card transactions when the checking share account lacks sufficient available funds. A tiered Negative Balance Fee will be charged each day that we pay an item under Overdraft Services for debit cards and your negative available balance is equal to or greater than \$5.

Business accounts are automatically enrolled in Overdraft Services for debit cards.

**17.3. Nonsufficient Funds (NSF) Activity.** If available funds are not in the account when a check, ACH debit, debit card transaction, or other debit is presented for payment, and overdraft programs are not available, the item will be returned unpaid.

## 18. ELECTRONIC FUNDS TRANSFER DISCLOSURE – BUSINESS ACCOUNTS

This disclosure outlines the Business Member's and Global's rights and responsibilities when an authorized individual uses Electronic Funds Transfer (EFT) services offered or accepted by Global. EFTs include:

- (1) Point-of-sale (POS) transactions.
- (2) Automated Teller Machine (ATM) transactions.
- (3) Direct deposits.
- (4) Transfers initiated by telephone.
- (5) Preauthorized payments.
- (6) Electronic check transactions.
- (7) Any transactions conducted using online banking.

The Visa® Zero Liability policy applies to Visa-branded debit cards issued to business members.

Some of the information contained in this disclosure may not pertain to you; however, please retain this disclosure for your records as it is important regarding your rights, remedies, and responsibilities concerning EFT transactions.

**18.1. Definitions.** “You” and “your” mean the business member for whom direct deposits are intended, the business member who has arranged for electronic payments to a third party, each person who has signed a Cardholder Agreement or uses your debit card and/or Personal Identification Number (PIN) with your consent, or each person who has signed an application for online banking service or uses online banking with your password.

“We,” “us,” and “our,” mean Global Federal Credit Union, which receives direct deposits or disburses preauthorized payments on your behalf, or through whom you applied for your ATM and/or Visa Debit Card and PIN, and/or your online banking service and password.

“Account” means each and all of your share or loan accounts with us.

“Agreement” means the terms and conditions of the Master Account Agreement between you and Global.

“ATM” means Automated Teller Machine.

“ATM Card” means your debit card which, when used with your PIN, allows you to perform ATM or POS transactions.

“Business Day” means Monday through Friday, not including Federal holidays.

“Card” means ATM Card and/or Visa Debit Card

“Code” means PIN and/or password.

“PIN” means your Personal Identification Number.

“POS” means point-of-sale.

“Online banking” means remote account access by Internet using any electronic device or touch-tone telephone.

“Visa Debit Card” means your debit card bearing the Visa logo, which performs both as an ATM card and allows you to perform signature-based Visa POS or cash advance transactions without your PIN.

**18.2. Contact Information.** If you believe your Card and/or Code has been lost or stolen or if you have questions about an electronic transfer, please contact us via one of the methods in section 1.2 “How to Contact Us.”

**18.3. Debit Card Services (Point-Of-Sale and Automated Teller Machine).** Your ATM or Visa Debit Card must be signed immediately upon receipt. The ATM or Visa Debit Card is the property of Global and must be returned upon request and may be revoked without notice or cause.

**Account Access:** If you have established the respective types of accounts with us, you may use your ATM or Visa Debit Card and PIN to:

(1) Withdraw available funds in cash from your savings, checking, or money market accounts.

(2) Obtain a cash advance from your established credit line loan to the extent of your available credit limit, subject to the terms and conditions of the Credit Line Agreement.

(3) Make deposits to your savings, checking, or money market accounts.

(4) Make loan payments (including credit card and mortgage loan payments), either by enclosing a payment with your transaction or by transferring the payment from available funds in your savings, checking, or money market accounts.

(5) Transfer available funds from your savings, checking, or money market accounts or credit line loan to your savings, checking, or money market accounts.

(6) Transfer available funds from your checking account to participating merchants that have agreed to accept your debit card and PIN for the purpose of purchasing goods and services. As may be allowed by the merchant, withdraw cash, or receive cash back in addition to payment of the purchase price.

**Note:** All types of activities listed above may not be available at all terminals. Types of EFT services (e.g., signature-based Visa POS) may be changed or restricted without notice. If an ACH Credit/Debit or Wire is processed from a third party without the full electronic account number, the transaction will default to the first checking account share (S70).

**Limitation on Frequency and Dollar Amounts of Transfers:**

The limits on the amount of funds you may withdraw or transfer for goods and services purchased in any 24-hour period will be disclosed to you separately in a written statement that will

accompany your ATM or Visa Debit Card. That statement is an integral part of this disclosure statement and should be retained by you. The limits may be increased without notice but may not be decreased without appropriate notice. There is no limit on the number of permissible transactions.

**International Transactions:** If you use your Visa Debit Card for purchases or cash advances in a currency other than U.S. dollars, the transaction amount will be converted to U.S. dollars by Visa International Inc. under their rules set forth from time to time. Currently, the rules specify that the currency conversion rate 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. If a credit is subsequently given for a transaction in a currency other than U.S. dollars and the credit have a different processing date, then the converted amount of the credit may be greater/less than the converted amount of the original transaction. The currency conversion rate on the day before the transaction processing date will be used and may differ from the rate in effect at the time of the original transaction. By using your Visa Debit Card, you agree to accept the converted amount in U.S. dollars. Visa charges up to a 1% International Transaction Fee on all Card transactions made at a location outside of the United States. International transactions include internet transactions initiated in the United States with a merchant who processes the transaction outside of the United States. This fee is assessed by Visa on all international purchases, credit vouchers, and cash disbursements, whether or not a currency conversion is involved, and will appear on your statement as a separate transaction in U.S. dollars.

**Posting Your Transactions:** The time required to charge or credit your account after you use your ATM or Visa Debit Card may depend upon the location of the ATM or POS terminal that you used, whether the terminal is an Global terminal, and the type of transaction.

However, Visa signature-based POS purchases and cash advance transactions may take one or more days to post to your account, whereas transactions requiring a PIN are generally posted to the account you designate on the day you use your ATM or Visa Debit Card, assuming that deposited negotiable items are properly drawn and endorsed.

You may not place a stop payment order on ATM and POS transactions. All deposits are accepted subject to final collection. Certain deposits may be placed on hold based upon the amount deposited and the nature of the account relationship. If a hold is placed, we will inform you of the amount, reason, and length of time that the deposit will not be available for withdrawal.

**Note:** If you request us to close or terminate your account or card, you will remain liable for any EFT transactions you or an authorized user made but which have not yet been posted to your

account, and for any subsequent EFT transactions performed by you or an authorized user.

#### **18.4. Online Banking Services.**

**Account Access:** If you have subscribed to online banking, you may use your password to:

- (1) Withdraw available funds by credit union check from your savings, checking, or money market accounts.
- (2) Make loan payments (including credit card and mortgage loan payments) by transferring the payment from available funds in your savings, checking, or money market accounts.
- (3) Make payments to third parties enrolling in and using Bill Pay service.
- (4) Transfer available funds from your savings, checking, or money market accounts or credit line loan to your savings, checking, or money market accounts. Credit line transfers are subject to the terms and conditions of the Credit Line Agreement.

**Posting Your Transactions:** Your transactions will generally be posted on the same day that you transact them, providing that the funds are available in the designated account.

**Note:** If you request us to terminate Online Banking Services, you will remain liable for any EFT transactions you or an authorized user made but which have not yet been posted to your account, and for any subsequent EFT transactions performed by you or an authorized user. If an ACH Credit/Debit or Wire is processed from a third party without the full electronic account number, the transaction will default to the first checking account share (S70).

**18.5. Electronic Check Transactions.** You may authorize a third party to complete an electronic check transaction against your checking account. This may occur by you providing a blank, partially completed, or fully completed check, or by providing the necessary information (account number and routing number, etc.) concerning your checking account and may include computerized bill payment services unless the service or payment to a particular payee is expressly limited to payment by paper instrument. In an electronic check transaction, the paper check will not be presented to us for payment and the instrument may be retained by you, by a merchant, or by another party. If the electronic check does not include the full 13 digit electronic account number, then the check will clear from the first checking share (S7X) tied to the member number.

**18.6. Fees.** Global charges a monthly fee if you make any ACH originations during a month. You will be charged a monthly fee for use of Business Bill Pay. You will be charged a monthly fee for use of the Business Remote Deposit service. Please refer to the Schedule of Service Fees - Business for the current fees.

When you use an ATM not owned by Global, you may be charged a fee by the ATM operator and/or network, and you may be charged a fee for a balance inquiry even if you do not complete a funds

transfer. Third party fees may apply to additional services you use through online banking, such as Bill Pay.

**18.7. Confidentiality and Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your account or the transfers you make:

- (1) Where it is necessary for completing transfers; or
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) In order to comply with government agency or court orders; or
- (4) If you give us your written permission.

**18.8. Questions About Your Electronic Transfers and Errors, Loss, Theft, or Unauthorized Use of Card or Account.**

Notify us immediately at one of the telephone numbers provided above in the "Contact Us" section if you believe your Card or Code has been lost, stolen, or compromised, or if you believe that an electronic funds transfer has been made without your permission. You could lose all of the money in your account (plus your maximum overdraft line of credit) if you do not notify us promptly. Telephoning us immediately is the best way to minimize your losses.

If you believe that an unauthorized ACH transaction has occurred, you must notify us by 3 p.m. Alaska time the day after its posting to your account in order to avoid liability. We may require you to submit an affidavit of unauthorized activity in connection with any such transaction immediately following your notice. Failure to notify us by 3 p.m. of the day following the transaction may prevent you from recovering any of the disputed amount.

**Liability for Unauthorized Use of Your Visa Debit Card:**

Telephone us immediately if you learn of the unauthorized use of your Visa Debit Card. Under Visa's Zero Liability policy, if a transaction was made with your Visa Debit Card or card number without your permission, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card. ATM transactions, commercial card transactions, and non-branded Visa PIN transactions are NOT covered by the Zero Liability policy. If you do not notify us within 60 days after the unauthorized transaction first appears on your periodic statement, you may be unable to recover any of the lost funds.

Visa-branded cards may not be used for any illegal transaction. Display of a Visa logo by an online merchant does not mean that transactions are lawful in all jurisdictions in which cardholders may be located.

**18.9. Notices and Periodic Statements.** ATM or POS Terminal Transfers: You can get a receipt at the time you perform a transaction or make any transfer to or from your account using an ATM or POS terminal.

Periodic Statements: You will receive a monthly account statement (unless there are no transfers in a particular month; in any case, you will get the statement at least quarterly) which will show all electronic transfers that occurred, including direct deposit, preauthorized payments, or online banking transactions involving the use of your password and/or any transactions involving the use of your ATM or Visa Debit Card and PIN.

**18.10. Preauthorized ACH Transfers.** Preauthorized Payments: Your account may be overdrawn for any preauthorized payments which exceed funds available in the account.

Notice of Varying Amounts: If these payments will vary in amount, the party being paid will advise you at least 10 days prior to each transfer of the amount and date of the next payment. You may choose instead to receive 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.

Your Right to Stop Payment and Procedure for Doing So: If you have informed us in advance to make regular payments from your checking account (such as insurance payments), you can stop any of these payments. Stop payment orders for preauthorized transactions must be directed toward the third party from whom you ordered the service or product. Call us at one of the telephone numbers provided in section 1.2 "How to Contact Us" or write us at the address provided in that section in time for us to receive your stop payment order three business days or more before the payment is scheduled to be made. Global may require verification of revocation within 14 business days of the stop payment order. If you contact us by telephone, we will require you to forward a written order within 14 days after you call. We will charge our standard stop payment fee for each stop payment order.

**18.11. Credit Union's Liability.**

**Failure to Stop Payment of Preauthorized Transfer:** If you order us to stop payment on one of these payments three business days or more before the payment is scheduled and we do not do so, we will be liable for your losses or damages.

**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 actual damages proved. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would exceed your available credit line.
- (2) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (3) If the ATM where you are making the transfer did not have enough cash or if the ATM or POS terminal was not working

properly, and you knew about the breakdown when you started the transfer.

(4) If the electronic device you used to access your account(s) was not working properly.

(5) There may be other exceptions stated in our Agreement with you.

**18.12. ATM Safety.** For your safety, please follow these precautions while using any ATM:

1. Be aware of your surroundings. Avoid poorly maintained or poorly lighted locations. If you see anyone or anything suspicious, leave the area immediately.

2. Be aware of your surroundings when using an ATM or night deposit facility after dark.

3. Be prepared. Have your card ready before approaching the ATM.

4. Shield the ATM keyboard with your body so that others cannot observe you entering your PIN.

5. Cancel the transaction and put away your card if a suspicious situation develops.

6. Put away your money and receipt right after the transaction is complete. Count the cash later.

7. If you are followed after leaving an ATM, go to a heavily populated, well-lighted area and call the police.

8. At drive-up ATMs, while waiting in line, keep the engine running, the doors locked, and the windows up and leave enough room between cars to allow for a quick exit, if necessary.

# Schedule of Service Fees – Business

## Account maintenance:

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

- » **Business Checking<sup>1</sup>:**
  - If daily balance falls below \$1,000.00 during the calendar month..... **\$10.00 per month**
- » **Preferred Business Checking<sup>1</sup>:**
  - If daily balance falls below \$7,500.00 during the calendar month..... **\$25.00 per month**
- » **Preferred Commercial Money Market (PCMM):**
  - If daily balance falls below \$75,000.00 during the calendar month..... **\$25.00 per month**
- » **RETA Checking<sup>2</sup>:**..... **NC**
- » **IOLTA Checking<sup>2</sup>:**..... **NC**
- » **Zero Balance Checking (ZBC):**..... **NC**

## Activity:

The following fees will be assessed if the indicated levels of transaction activity are met. (Preferred Business Checking will not be charged the check activity fee)

- » **Business Account:** Per item fee for total checks deposited to any share account and/or paid from a Business Checking or Zero Balance 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**
- » **Business Money Market/PCMM Activity:**
  - Excess withdrawal fee – per item over 6..... **\$10.00**

## Cashier services:

Fees charged by Global – 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 disbursed coin:**
  - First \$200.00 per calendar month..... **NC**
  - Over \$200.00 per calendar month..... **\$0.08 per roll**
- » **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**
    - Received..... **\$0.10 per \$1,000.00**
- » **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**
- » **Deposit correction:**..... **\$2.00 per item**
- » **Cash advance using non-Global card:**..... **\$5.00 per advance**

## Checking account services:

- » **Overdraft protection transfer:**
  - From a Savings or Money Market Share or Credit Line Loan..... **\$5.00 per day that total transfers exceed \$25.00**
- » **Negative balance transfer:**
  - Credit Union initiated transfer to resolve a negative share balance..... **\$5.00 per transfer**
  - No negative balance transfer fees, Negative balance fees, OD Protection fees for Zero Balance checking.

» **Stop payment:**..... **NC**

## Other:

- » **Loose coin exchanged at coin machine:** Fee assessed on total amount processed
  - Non-Members..... **8%**
- » **VISA® Debit/ATM Card International Transaction Fee:** Also includes internet transactions initiated in the United States with a merchant who processes the transaction outside of the United States..... **1%**
- » **Levy/garnishment:** Includes Assessment or Notice to Withhold and Deliver..... **\$100.00 per item**
- » **Mail:**
  - Express..... **\$15.00 per item**
  - Priority..... **\$5.00 per item**
- » **Membership:** Assessed when accepted as a member of Global..... **\$5.00 per member**
- » **Photocopy:** Copy unrelated to credit union business..... **\$0.25 per item**
- » **Check printing**..... **Varied**

## Research services:

- » **Check copies:**..... **\$3.00 per item**
- » **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..... **\$3.00 per item**
- » **Research:**
  - Requests completed in under one hour..... **NC**
  - Requests that require one hour or more..... **\$15.00 per hour**
- » **Research - priority handling:** For requests that require priority fulfillment..... **\$15.00 per hour**

## Special handling:

- » **Overdraft Services for debit cards:** Negative Balance Fee charged per day if qualifying transaction occurs and end of day negative balance is equal to or greater than \$5.00
 

\$0.00 - \$4.99..... <b>no charge</b>	\$20.00 - \$24.99..... <b>\$20.00</b>
\$5.00 - \$9.99..... <b>\$5.00</b>	\$25.00 - \$29.99..... <b>\$25.00</b>
\$10.00 - \$14.99..... <b>\$10.00</b>	\$30.00 +..... <b>\$30.00</b>
\$15.00 - \$19.99..... <b>\$15.00</b>	
- » **Returned deposited item:**
  - Issued by other party..... **\$5.00 per presentment**
- » **Returned deposited item:**
  - Issued by member..... **\$15.00 per presentment**

## Online account access:

- » **Online Account Access for business**..... **NC**
- » **ACH Standard Origination<sup>3</sup>**..... **\$25 per month**
- » **ACH Same Day Origination<sup>3</sup>**..... **\$25 per month**
- » **ACH return**..... **\$5.00**
- » **Online domestic bank wire**..... **\$15.00 per wire**
- » **Business Remote Deposit<sup>4</sup>**..... **\$35.00 per month**
- » **Business Remote Deposit Set-up**..... **\$50.00**
- » **Sweep Fee with Business Line of Credit**..... **NC**
- » **Positive Pay for Check and ACH Set-up** (one time)..... **\$50.00**
- » **Positive Pay for Check and ACH Service** (per month)..... **NC**

## Bill Pay for business:

- » **Bill Pay for Business<sup>5</sup>** Unlimited Payments..... **\$5.95**
- » **Bill Pay/Send money:** Unlimited bills paid per calendar month..... **NC**
- » **Bill Pay expedited payment services:** Overnight Check..... **\$22.50**
- » **Bill Pay/Send money collection - Late Charge:** Interest on amounts not reimbursed to the service provider within 15 days..... **1.5% monthly**
- » **Bill Pay/Send money collection - Late Charge:** Interest on amounts not reimbursed to the service provider within 15 days..... **1.5% monthly**

1. Fee waived for nonprofit organizations and associations. For nonprofit corporations, the fee is waived only if supporting documentation has been provided. 2. All activity fees waived. 3. Charged if one or more ACH transactions of that type are originated during the calendar month. 4. Not charged for Preferred Business Checking or RETA Checking. 5. Only charged to enrolled accounts. Waived for RETA Checking. Waived for Preferred Business Checking if used within the last 90 days.

