

account as of the date received by us. Credit to your account for any payment received at any other branch office of the bank may be delayed for as long as five (5) days. (c) All payments are effective on the date they are applied. However, if payment in the full amount of the new balance is applied within 25 days after the statement date (grace period): it is considered to have been applied immediately after the statement date.

#### Fees.

- a. There is no Annual fee
- b. Transaction Fees
  - i. Balance transfer is either **\$5.00** or **3%** of the amount of each transfer, whichever is greater (no maximum fee).
  - ii. Cash advance and convenience checks is either **\$5.00** or **3%** of the amount of each cash advance, whichever is greater (no maximum fee).
  - iii. Foreign transaction is **3%** of each transaction in U.S. dollars.
- c. Penalty Fees
  - i. Late payment, up to **\$30.00**
  - ii. Returned payment, up to **\$25.00**
- d. Other Fees
  - i. Research fee is **\$20.00** per hour, minimum 30 minutes and **\$2.00** for each copy of statement. If you request a copy of a sales slip there is a **\$3.00** fee for each.
  - ii. Expedited card issuance fee –if, at your request, we furnish you with a new **expedited** card, you will be assessed a fee for expedited service in the amount of **\$35.00**.

#### Your Billing Rights Keep This Notice For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### What To Do If You Find a Mistake on Your Statement

If you think there is an error on your statement write to us at: First National Bank Alaska, e-Payment Solutions Dept., P.O. Box 101925, Anchorage, Alaska 99510-1925. You may also contact us via email at [ccustomerservice@fnbalaska.com](mailto:ccustomerservice@fnbalaska.com). In your letter, give us the following information:

- *Account information:* Your name and account number
- *Dollar amount:* the dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- within **60** days after the error appeared on your statement.
- at least **3** business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

#### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things: Within **30** days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error. Within **90** days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error: we cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. While you do not have to pay the amount in question, you are responsible for the remainder of your balance. We can apply any unpaid amount against your credit limit.

After we finish our investigation, if we find that we made a mistake on your bill, you will not have to pay the amount in question or any interest or other fees related to that amount. If we do not believe there was a mistake, you will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within **10** days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first **\$50** of the amount you question even if your bill is correct.

#### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than **\$50**. (*Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.*)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing [or electronically] at First National Bank Alaska, e-Payment Solutions Dept., P.O. Box 101925, Anchorage, Alaska, 99510-1925 or [ccustomerservice@fnbalaska.com](mailto:ccustomerservice@fnbalaska.com). While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you delinquent.

Payment mailing address:

**First National Bank Alaska**  
**P.O. Box 107006**  
**Anchorage, AK 99510-7006**

**907-777-4519** or **1-800-856-4362**

BROCHR-407 (Rev. 02-2015)

# Important Notice to Secured Consumer Credit Card Customers



Effective 02-2015



**First National Bank**  
**ALASKA** MEMBER FDIC



P-1761

# Cardholder Agreement

1. **Definitions.** As used in this agreement, (a) "Account balance" means the total outstanding amount of credit extended and charges imposed; (b) "Authorized user" means the person authorized by cardholder, and approved by bank, to use the card, as indicated by the appearance of his/her name, on the card; (c) "Balance transfer" means a dollar amount used by cardholder, or an authorized user in a convenience check or other form of request to pay off another creditor; (d) "Billing cycle" means the period of time that ends on the statement date, having commenced immediately after the previous statement date; (e) "Card" means a credit card issued by bank to cardholder; (f) "Card purchase" means a purchase of goods or services from a merchant by cardholder, or an authorized user, using a card or the account number (including through the use of an enabled mobile device); (g) "Cash advance" means the delivery of cash by bank or a correspondent to cardholder, or an authorized user, using a card or the payment by bank of a check drawn on bank by cardholder against cardholder's right to extension of credit hereunder; (h) "Correspondent" means a member, or an affiliate of a member of MasterCard® Worldwide or Visa Incorporated; (i) "Merchant" means a person who has agreed with bank or a correspondent to sell goods or services to cardholders, and authorized users, using cards; (j) "New balance" means the account balance on the statement date; (k) "Statement date" means the close of business on the monthly date designated for statement purposes by bank or, in any month in which that date is not a bank business day, on the bank business day immediately preceding that date.
2. **Term.** (a) The term hereof commences upon bank's approval of cardholder's application, as indicated by its delivery of a card (or cards) to cardholder and ends on the last day of the month of its validity as specified on the card. If a renewal card is issued by bank and accepted by cardholder, the term is extended once again for the duration of validity specified on the card. (b) Bank may terminate this agreement at any time for any reason. (c) Cardholder may terminate this agreement at any time by returning all cards to bank. Upon termination cardholder will promptly pay the account balance.
3. **Extension of Credit.** (a) Bank will extend credit to cardholder, in amounts which do not cause the account balance to exceed cardholder's credit limit, for card purchases made and cash advances obtained. (b) Cardholder's credit limit is \$300.00 unless bank assigns cardholder a higher credit limit. (c) Bank will charge for credit extended in accordance with bank's system for imposing charges.
4. **Statement of Account.** Bank will provide cardholder a statement of credit extended, charges imposed, payments received, adjustments and the new balance, unless no such activity occurs during a billing cycle and the new balance is zero.
5. **Payment.** Within 25 days (Grace Period) after the statement date cardholder will pay bank not less than the amount of the minimum payment specified in the aforementioned statement of account. That amount will be determined in accordance with bank's system for imposing charges.
6. **System for Imposing Charges.** (a) Cardholder has received a disclosure statement describing bank's current system for imposing charges. That statement is by this reference made a part hereof. (b) By providing cardholder with at least 45 days' notice, bank may from time to time change its system.
7. **Merchant Adjustments.** Cardholder will pay bank for credit extended for card purchases notwithstanding any claim, defense or dispute he/she may have concerning the goods or services purchased unless cardholder and merchant agree to, and notify bank of, a cancellation of the purchase or a price adjustment.

8. **Lost or Stolen Card.** If cardholder knows or believes a card has been lost or stolen, or that a card has or may be used by a person who is not authorized to use it, cardholder will immediately notify bank. Cardholder will not be liable for unauthorized transactions, as long as cardholder has exercised reasonable care in safeguarding the card from risk of loss or theft, and upon becoming aware, promptly reporting loss or theft to bank. If the card is used by someone with actual, implied, or apparent authority; or, the cardholder received a benefit from the use of the card the above liability limits do not apply. Notice may be given by calling **1-800-556-5678**.
9. **Default.** If cardholder fails to perform any covenant of this or any other agreement with bank, or if cardholder becomes a debtor in a proceeding under the federal bankruptcy code, bank may, without notice to cardholder, terminate this agreement. Upon such termination cardholder promptly will pay the account balance.
10. **Security.** Cardholder's obligations under this agreement are secured by the savings account with bank identified in cardholder's application. Cardholder will not make or attempt to make, and bank may refuse to pay, any withdrawal that causes the balance of the savings account to be less than **110%** of the cardholder's credit limit until the later of (i) the 30th day after termination of this agreement and (ii) the 30th day after the date the account balance is paid in full. Upon termination of this agreement pursuant to section 10, bank may apply credit to the savings account to payment of the account balance.
11. **Miscellaneous.** (a) Time is of the essence as to all of the requirements hereof. (b) For the purpose of giving notice hereunder the mailing address of the bank is P.O. Box 101925, Anchorage, Alaska 99510-1925 and the mailing address of cardholder is as stated by cardholder in his/her application. Any notice required to be given herein is effective 5 days after it is mailed postage prepaid to such address. (c) No waiver by bank of any default will operate as a waiver of any other default or of a like default on a future occasion. No delay or omission on the part of bank in exercising any of its rights will operate as a waiver of such right or any other right. Only waivers in writing and signed by bank will be effective. (d) This agreement, and not the forms or terminology used by the parties, determines the relationship and respective rights and duties of the parties. (e) Cardholder will pay bank any costs, including attorney fees, incurred by bank in enforcing its rights hereunder. (f) Upon termination of this agreement, cardholder will deliver all cards to bank. (g) This agreement survives termination with respect to matters not finally settled at termination. (h) Each cardholder is liable both severally and jointly with the other cardholders for the performance of cardholder's obligations hereunder.
12. **Amendment.** Bank may amend this agreement by adding, deleting, or changing any term(s) of this agreement at any time for any reason including, but not limited to, changes in applicable legislation or regulation, changes related to cardholder's credit history, risk profile, payment pattern, transaction pattern, balance pattern, utilization level of any account of cardholder with bank or any other creditor of cardholder, or any business need of bank. Any amendment will comply with any applicable notice requirement(s) imposed by federal or State of Alaska law that are in effect at the time. If an amendment provides cardholder with the right to reject the amendment, and cardholder rejects the amendment in the manner prescribed by bank, bank may terminate this agreement and cardholder's right to receive credit and demand that cardholder return all cards to bank.

## Disclosure Statement System for Imposing Charges for Credit

This statement describes the system used by First National Bank Alaska in its credit card program for imposing charges for credit extended to cardholders. The system described is the one that was employed when this form was printed in the month and year indicated. If this form is outdated, the system may now be different. We will advise you of any changes. If

you want to inquire about any changes, contact us by mail at P.O. Box 101925, Anchorage, Alaska 99510-1925.

**Definitions.** As used herein, (a) "Account balance" means the total outstanding amount of credit extended and charges imposed. (b) "Billing cycle" means the period of time that ends on the statement date, having commenced immediately after the previous statement date. (c) "New balance" means the account balance on the statement date. (d) "Previous balance" means the account balance on the previous statement date. (e) "Statement date" means the close of business on the monthly date designated for statement purposes by bank or, in any month in which that date is not a bank business day, on the bank business day immediately preceding that date.

**Annual Percentage Rate (APR)** is a measure of cost to you of the credit extended in this billing cycle, expressed as a yearly rate.

**Periodic Rate** is used to compute interest in a billing cycle which corresponds to an annual percentage rate that is equal to 12 times the periodic rate.

**How We Calculate Your Balance** is by using the "Average Daily Balance" including current transactions.

**Finance Charges. (Conditions Under Which Imposed)** A charge is imposed if, during the billing cycle; (a) Credit is extended for a cash advance or balance transfer. Part of that charge is denominated "cash advance fee" or "balance transfer fee" and accrues when the credit is extended. Balance transfer is 3% of the amount of each transfer. Minimum \$5.00, with no maximum fee. Cash Advance is either 3% of the amount of each cash advance or \$5.00, whichever is greater (no maximum fee). The other part of that charge is denominated "interest" and accrues from the time credit is extended. (b) Credit is extended for a purchase. That charge is denominated "interest". If the previous balance was not paid in full within the first 25 days of the billing cycle (grace period), such interest begins to accrue from the time credit is extended.

**Finance Charges. (Interest) Average Daily Balance Method (including new purchases)** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new [purchases/advance/fees], and subtract [any unpaid interest or other finance charges and] any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

**Finance Charges. (Amounts, Grace Period)** The amount of interest is equal to an interest rate multiplied by the average, for the billing cycle of the daily balances. The balance on a given date is equal to the total amount of credit extended on and before that date, less payments applied. However, if the previous balance was paid in full during the first 25 days of the billing cycle (grace period); credit extended during the billing cycle for card purchases is not included in the daily balances.

**Minimum Payment.** (a) A payment is due 25 days after the statement date. (b) The minimum amount of the payment is equal to the sum of (i) the portion of the new balance that is delinquent and (ii) (if the new balance does not exceed the credit limit) 3% of the new balance, or (if the new balance exceeds the credit limit) the higher of 3% of the credit limit or the amount of such excess. If the amount thus determined is \$10.00 or less, the minimum amount of each payment is \$10.00 or such lesser amount. In no event, however, is the minimum payment greater than the new balance.

**Application of Payments.** (a) Payments are applied to the new balance (and to the extent they exceed the amount of the new balance, to the account balance). Specifically, payments are applied to late charges, and finance charges, combined, and the remainder to credit extended. (b) Payment mailed to P.O. Box 107006, Anchorage, AK 99510-7006 will be credited to your