



IMPORTANT INFORMATION REGARDING REGULATORY REQUIREMENTS AND YOUR AGENT AGREEMENT FOR STATE OF ALASKA AGENTS

The Compliance with Laws section of your contract with CheckFreePay Corporation is hereby amended to include the following:

“Agent understands and agrees that it is subject to the Alaska Revised Statutes, Chapter 06.55. ALASKA UNIFORM MONEY SERVICES ACT which relevant Sections for Authorized delegates are outlined herein. The Act is, by reference, hereby made appendices to the agreement between Agent and CheckFreePay. Agent shall operate in full compliance with the Alaska Revised Statutes.”

Article 3. AUTHORIZED DELEGATES.

Sec. 06.55.301. Relationship between licensee and authorized delegate.

(b) An authorized delegate shall remit all money owing to the money services licensee under the terms of the contract between the money services licensee and the authorized delegate. In this subsection, "remit" means to make direct payments of money to a money services licensee or its representative authorized to receive money or to deposit money in a bank in an account specified by the money services licensee.

(c) If a money services license is suspended or revoked or a money services licensee does not renew its money services license, the department shall notify all authorized delegates of the money services licensee whose names are in a record filed with the department of the suspension, revocation, or nonrenewal. After notice is sent or publication is made, an authorized delegate shall immediately cease to provide money services as an authorized delegate of the money services licensee.

(d) An authorized delegate may not provide money services outside the scope of activity permissible under the contract between the authorized delegate and the money services licensee, except activity in which the authorized delegate is authorized to engage under AS 06.55.101 - 06.55.204. An authorized delegate of a money services licensee holds in trust for the benefit of the money services licensee all money net of fees received from money transmission.

(e) An authorized delegate may not use a sub-delegate to conduct money services on behalf of a money services licensee.

Sec. 06.55.302. Unauthorized activities. A person may not act an authorized delegate for, or otherwise provide money services on behalf of, a person who does not hold a money services license under this chapter.

Article 04. EXAMINATIONS, REPORTS, RECORDS

Sec. 06.55.401. Authority to conduct examinations.

(a) The department may conduct an annual examination of a money services licensee or of any of its authorized delegates upon 45 days' notice in a record to the money services licensee.

(b) The department may examine a money services licensee or its authorized delegate, at any time, without notice, if the department has reason to believe that the money services licensee or authorized delegate is engaging in an unsafe or unsound practice or has violated or is violating this chapter or a regulation adopted or an order issued under this chapter.

Sec. 06.55.407. Confidentiality.

(d) A money services licensee or an authorized delegate may not disclose to another person, financial information provided to the money services licensee or the authorized delegate by a customer except when, and only to the extent that, the disclosure is

- (1) authorized in writing by the customer;

- (2) required by federal, state, or local law;
- (3) required by an order issued by a court or an administrative agency; or
- (4) part of the money services transaction ordered by the customer.

(e) In (d) of this section, "financial information" means an individual's social security number, individual taxpayer identification number, account number, credit card account number, debit card account number, personal identification number, payment instrument number, or access code.

The full text of Chapter 06.55. ALASKA UNIFORM MONEY SERVICES ACT can be accessed at:
http://www.commerce.state.ak.us/occ/money_service_businesses.htm

This Amendment shall be subject to such conditions and limitations as are specified herein, and the rights of the parties under the Agreement shall be otherwise unaffected and all terms and conditions of the Agreement shall remain in full force and effect. In the event of conflicting provisions between this Amendment and the Agreement, the provisions of this Amendment shall govern.

FOR AGENT:

Agent Corporate Name: _____

Signature: _____

Name Printed: _____

Title: _____

Date: _____