

Account Agreement

This Account Agreement “Agreement” provides information regarding your membership with the Elements Financial Federal Credit Union “Credit Union”. This Agreement is in addition to any and all other account, loan, or service agreements and disclosures you may receive in connection with obtaining additional accounts, loans or services with the Credit Union.



1. BINDING EFFECT By signing the Account Application, you and yours, jointly and severally, agree to the terms and conditions of this Account Agreement, the Account Application, the Truth-in-Savings Disclosure, the Rate and Fee Schedule, accompanying this Agreement, the Credit Union’s bylaws and policies, and any amendments to these documents.

2. VERIFICATION OF ELIGIBILITY Your signature on the Account Application authorizes the Credit Union to check your account, employment history, and obtain credit reports from third parties, including credit reporting agencies to verify your eligibility for the accounts and services you request.

3. USA PATRIOT ACT NEW ACCOUNT VERIFICATION 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. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents. For applications received by mail/Internet, you may be contacted by a credit union representative to verify the information supplied on your application.

4. DISPOSITION OF ACCOUNT ON DEATH A Payable on Death (POD) account designation is an instruction to the Credit Union that the account is payable to the account owner(s) during their lifetime and, upon the death of the last account owner, payable to any named and surviving POD payee/beneficiary designated in the owner’s Account Application. Accounts payable on death to more than one payee/beneficiary are owned jointly by such payees/beneficiaries with rights of survivorship. The Credit Union shall at no time have any obligation whatsoever to notify any payee/beneficiary of the existence of any account or the vesting of the payee/beneficiary’s interest in any account, except as otherwise provided by law.

For a single party account, the interest of the deceased owner will pass, subject to applicable law, to the decedent’s estate or, if applicable to a POD beneficiary.

For a joint account, the account(s) will be owned jointly with rights of survivorship, and the interest of a deceased owner will pass to the surviving owner.

5. ACCOUNT VERIFICATION SERVICE The Credit Union will use an account verification service to verify the information contained on your Account Application. The Credit Union reserves the right to deny any application based on the results of negative information received through this service. If your application is denied, we will provide you with the name, address and telephone number of the account verification service that provided us with the information.

6. ACCOUNT TYPES Individual Account(s): An account in the name of and payable to or on the order of one account holder qualified for Credit Union Membership. Only that person may withdraw, transfer funds, or close the account. Joint Account(s): An account owned by two or more persons is a joint account. Minor Account(s): We require any account established by a minor to be a joint account with an owner who has reached the age of majority under Indiana state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority.

7. RIGHTS AND OBLIGATIONS OF JOINT ACCOUNT OWNERS Any joint account owner is authorized and deemed to act for the other owners, and the Credit Union may accept orders and instructions regarding the account, request for future services, and any transaction from any such account owner. You authorize the Credit Union, at its discretion, to accept transfers, checks, drafts and other items for deposit into your account if they are made payable to, or

to the order of, joint owner, whether or not those items are endorsed by both account owners. Each joint account owner guarantees the signature of the other owner. Any joint account owner may withdraw all funds in the account, stop payment on items drawn on the account, transfer or pledge to the Credit Union all or any part of the shares of any account without the consent of the other account owner, and the Credit Union shall have no duty in such event to notify the other account owner. The Credit Union reserves the right at any time to require written consent of both account owners for a change of ownership or termination of a joint account. If the Credit Union receives notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union, at its option, may (a) suspend or terminate the account, (b) require a court order to act, and/or (c) require that both joint owners agree in writing to any transaction concerning the account. If any deposited item is returned unpaid, or if the account is overdrawn, each of the joint account owners is jointly and severally liable to the Credit Union for the amount of any returned item, overdrawn amount, or unpaid amount or charges, regardless of who caused or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the account.

8. DEPOSIT RULES If any endorsement of any other markings made by you or any prior endorser on a deposited item causes delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error. In handling items for deposit or collection, the Credit Union reserves the right to send any item for collection. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use. You waive any notice on nonpayment, dishonor or protest regarding any items received by the Credit Union for credit to your account or for collection.

9. ACCOUNT RATES AND FEES The Credit Union’s payment of earnings on your account shall be subject to the terms set forth in the Rate and Fee Schedule pertaining to account rates, fees, and payment and balance requirements. The Credit Union may charge you fees for accounts and services provided by the Credit Union, as set forth on the Rate and Fee Schedule. You agree that the Credit Union may change the Rate and Fee Schedule at any time, and you will be notified of such changes as required by law.

10. OVERDRAFTS: Important Information Concerning Your Account

1) Insufficient Funds — Your Account is Overdrawn — An account is considered overdrawn when the available balance is negative. It is your responsibility to avoid overdrawing your account. Contact us to learn more about overdraft protection and other services we provide to our members. These services are designed to help you avoid overdraft charges or the possible return of a payment item.

If an item is presented and there are not enough available funds in your account to pay it, we may, at our discretion, pay the item or return the item. We will charge a fee for each item (such as a check, in-person withdraw, card transaction, and ATM withdrawal) that causes or would cause the ending available balance to be negative even if we return the item. Refer to our fee schedule for a list of fees.

You authorize us to use the money from any future deposits to your account or any other account you are an accountholder of to pay any overdraft and resulting fees. Deposits include any direct deposit payments you receive from a government agency (including Social Security or other governmental benefits), your employer, or any other third party that posts its payment directly to your

account. You understand you must contact the third party (not us) to change your direct deposit instructions.

You agree to pay all costs and expenses we incur in collecting any overdraft, including attorneys’ fees. We may still pursue collection of the amount you owe (including suing you) after it is charged off. Further, if you do not promptly pay the amount of any overdraft along with any fees that we charge your account, WE MAY REPORT

YOU TO A CREDIT REPORTING AGENCY. THIS COULD AFFECT YOUR ABILITY TO OPEN ACCOUNTS WITH US OR OTHER FINANCIAL INSTITUTIONS IN THE FUTURE.

2). What is the Difference between the Current Balance and the Available Balance? — Your checking account has two kinds of balances: the current balance (also commonly referred to as “actual balance” or “ledger balance”) and the available balance. The current balance is the amount of money that is actually in your account at any given time. It reflects transactions that have posted to your account, but it does not include transactions that have been authorized and are pending. Your available balance is the amount of money in your account that is available to you to use without overdrawing your account. The available balance takes into account holds placed on deposits and pending transactions (such as pending debit card purchases) that have been authorized but that have not yet posted to your account. WE USE YOUR AVAILABLE BALANCE TO DETERMINE WHETHER SUFFICIENT FUNDS ARE AVAILABLE WHEN TRANSACTIONS ATTEMPT TO CLEAR THE ACCOUNT AND FOR DETERMINING WHETHER TO CHARGE AN OVERDRAFT PRIVILEGE FEE OR A RETURNED ITEM FEE. Importantly, you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because while your available balance reflects holds on deposits and pending transactions it may not reflect outstanding checks and automatic bill payments (or other outstanding transactions) that you have authorized but that have not yet posted to your account.

3) Overdraft Privilege — We are under no obligation to pay items that would exceed your available balance. We offer overdraft privilege on most accounts. We do not offer such privilege on youth accounts, student accounts, or accounts with tax implications including HSA, IRA, and ESA. Overdraft privilege is a courtesy we may provide you to pay items despite the fact the available balance is or would be negative. An overdraft privilege fee is charged for each item presented; however, it prevents the payee from knowing the insufficient balance of your account. Our policy is to limit this privilege to a total negative available balance of no more than \$1,000 which includes any fees we charge. We have the right; however, to alter our policy at any time. Even if we’ve paid overdraft items before, we are not required to do it in the future. Further, we will analyze various factors (e.g. length of membership, number of accounts, account balances in other accounts, etc.) in making our determination as to items to return and pay. It is your responsibility to inquire with us as to our determination and to promptly correct any insufficient balance. Prompt actions will likely reduce any financial harm to you.

Federal regulations do not allow us to offer overdraft privileges for ATM and for non-recurring debit card transactions without your authorization. If you would like overdraft privilege coverage for card transactions, please contact us. By authorizing card transactions, you are allowed to proceed with ATM and debit card transactions to overdraw your account up to the overdraft privilege amount. YOU WILL BE ASSESSED AN OVERDRAFT PRIVILEGE FEE.

4) Overdraft Protection — If you request Overdraft Protection, you can specify one or more of the following options. You can activate either or both methods of Overdraft Protection. Usage of Overdraft Protection may be less expensive than using Overdraft Privilege. If you link two or more accounts and a line of

credit, we will first transfer funds from the linked deposit accounts in the order you specified when you linked the accounts and lastly from the line of credit.

Option	What it Means to You	Cost
Link to another deposit account(s)	Money transfers from another deposit account to match the exact amount of your overdraft	No charge
Line of Credit transfers	Money transfers from your Line of Credit to match the exact amount of your overdraft	\$5 per advance and interest is charged on outstanding balance

11. ABANDONED ACCOUNTS Funds may be transferred to the appropriate state in accordance with unclaimed property law if the account becomes abandoned/unclaimed as defined by the law.

12. TERMINATION OF MEMBERSHIP You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union, or you may be expelled for any reason as allowed by applicable law.

13. ACCOUNT TERMINATION We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of your account; (7) an initial deposit has not posted to your account within 3 statement cycles; (8) an account has had a zero (\$0.00) balance for 90 days; or (9) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

14. CHANGE OF ADDRESS If you have a change of name or change of address, it is your responsibility to update this information by notifying the Credit Union. The Credit Union is only required to communicate with you at the most recent address you have provided to us.

15. LIMITATION OF LIABILITY The Credit Union assumes no responsibility beyond the exercise of ordinary care. The Credit Union's actions will constitute the exercise of ordinary care if such actions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area served by the Credit Union. The Credit Union will not be liable for items lost in transit. If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable only for your losses or damages not to exceed the amount of the transaction.

16. STATUTORY AND CONSENSUAL LIEN ON ACCOUNTS To the extent that you owe the Credit Union money, the Credit Union has a statutory lien on any and all of the funds in any account in which you may have an ownership interest, regardless of the source of funds, unless otherwise prohibited by law. In addition, you grant the Credit Union a consensual lien on any and all of the funds in any account in which you may have an ownership interest, regardless of the source of funds. You agree that the Credit Union may use the funds from your accounts in which you have an ownership interest to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. The Credit Union may apply those funds, without further notice to you, in any order to

pay off your indebtedness. If the Credit Union elects not to enforce its lien on any and all funds in your accounts, the Credit Union does not waive its right to enforce the lien at a later time.

17. AMENDMENTS Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in terms, rates or fees as required by law. The Credit Union reserves the right to waive any term contained in this Agreement; provided, however, that any such waiver shall not affect the Credit Union's right to enforce that term in the future.

18. RECOVERY OF FEES AND EXPENSES You agree to be liable to the Credit Union for any loss, cost or expense that the Credit Union incurs as a result of your failure to comply with the terms of this Agreement. You authorize the Credit Union to deduct any such loss, cost or expense from your account without prior notice to you. In the event the Credit Union brings a legal action to enforce this Agreement or to collect any amount due under this Agreement, the Credit Union shall be entitled to payment of its reasonable attorney fees and costs, including fees and costs on any appeal, in bankruptcy proceedings, and in post-judgment collection actions.

19. GOVERNING LAW This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, and the laws of the State of Indiana, including applicable principles of contract law. To the extent applicable, you agree that any legal action regarding this Agreement shall be brought in Marion County, Indiana.

20. eBRANCH INTERNET BANKING AUTHORIZATION You wish to subscribe to the services and authorize us, and any third party acting on our behalf, to serve as your agent in processing payments to targeted merchants and/or transfers to and from targeted accounts pursuant to your payment and/or transfer instructions, and you authorize us to post such payment to your designated account(s). You understand that we may not make certain payments and/or transfers if sufficient funds are not available in your designated account. This authorization is in force until revoked by you or us in writing and is subject to the "Service Terms and Conditions" as amended from time to time. Bill payment services are only available with checking accounts.

21. DEBIT CARD AND ATM CARD You agree that the Debit Card/ATM Card to be issued to you is the property of the Credit Union. You agree to use it in the manner specified by the Credit Union and to surrender it immediately upon demand. You agree that the use of your Debit Card or ATM Card in an ATM to withdraw funds from your accounts of line of credit will authorize the Credit Union to withdraw that amount from your accounts or line of credit. All withdrawals shall be subject to the rules and regulations of the Credit Union relating to your accounts and line of credit. You agree that the Credit Union may change the terms of this Agreement, including the Disclosures and Conditions of Use, at any time. If the change will result in increased liability, or stricter limitations on the frequency or dollar amounts of withdrawals, the Credit Union will send you written notice of change at least 21 days before the change is effective, unless an immediate change is necessary to maintain or restore the security of the ATM system or an account. The new terms and Disclosures and Conditions of Use will then apply to your use of the Debit Card/ATM Card and to any withdrawals you make. The Credit Union may cancel your Debit Card/ATM Card at any time by giving you written notice, and you may cancel your Debit Card/ATM Card at any time by surrendering the card to the Credit Union. Cancellation of the Debit Card/ATM Card by either the Credit Union or you will not relieve you of your obligation to pay the Credit Union any amounts you may owe. The Credit Union may refuse to authorize withdrawals if any loan is delinquent.

22. RIGHT TO MODIFY OR REVOKE We will at all times exercise good faith in order to protect you and the credit union and to adhere to legal requirements. We reserve the right to restrict or limit services to any account or accountholder at any time without notice to you. We may revoke any and all services of accountholders pending an investigation or after reaching a conclusion that the accountholder or the account is involved in one or more of the following circumstances:

2. We receive conflicting information or instructions regarding account ownership, control, or activity;
3. We suspect that you may be a victim of fraud or financial exploitation (even if you have authorized the transaction);
4. To comply with any federal, state, or local law, rule, or regulation; v. Excessive overdrafts or failure to adhere to the terms of this or any other Agreement we have provided to you;
5. Significant financial misconduct including, but not limited to, delinquent loans or causing a loss to us; or
6. As a result of highly disruptive or abusive behavior.



Federally Insured by NCUA



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1. A legal or administrative proceeding;

IMPORTANT CHANGE IN TERMS

The following are changes and/or clarifications to the “Account Agreement” and “Fee Schedule” that govern the terms of your accounts with Elements Financial Federal Credit Union. Please read this document carefully. *It includes an Arbitration Provision and Class Action Waiver.*

The “OVERDRAFTS: Important Information Concerning Your Account” section of the Account Agreement, Trust Account Agreement and Special Account Agreement is replaced with the following:

Overdraft Privilege is a discretionary overdraft service that may be available if you do not have Overdraft Protection. If you qualify for Overdraft Privilege, then Elements may, but is not obligated to, pay “overdrafts” up to an assigned courtesy pay limit.

An Overdraft occurs when you do not have enough money in the “Available Balance” in your checking account **at the time a transaction is presented to us for payment**. If we pay an overdraft transaction, including a check, ACH payment, debit card payment that we have previously authorized, or any other electronic payment, with Overdraft Privilege, then you will be assessed an Insufficient Funds Charge (Paid) fee (for standard Overdraft Privilege) or a Premium OD Usage fee (for extended Overdraft Privilege) as provided on our Fee Schedule. If we reject a check or ACH payment transaction when it is presented to us, then you will be assessed an Insufficient Funds Charge (Returned) fee as set forth on our Fee Schedule. You will be charged an Insufficient Funds Charge (Paid) fee, Premium OD Usage fee, or Insufficient Funds Charge (Returned) fee for checks and ACH payments each time they are presented for payment, even if they were previously rejected and you were previously charged an Insufficient Funds Charge (Returned) fee. You will not be charged any fees if a debit card payment is declined at the time you present your card to a merchant to make a payment and the merchant asks us to authorize, but we do not, authorize the payment.

If you qualify, Overdraft Privilege for check, ACH, and recurring debit card transactions is available without any action on your part; it is a no-cost benefit that comes with your account. However, you must affirmatively opt into Extended Overdraft Privilege for ATM and one-time/everyday debit card transactions. Should you opt in, you may opt out of Extended Overdraft Privilege for debit card payments and ATM withdrawals at any time.

Your checking account has two types of balances: the “Actual Balance” and the “Available Balance”. It is important to understand how the balances are calculated and how they are used to know when you may be charged Insufficient Funds Charge (Paid) fees, Premium OD Usage fees, or Insufficient Funds Charge (Returned) fees. Your Actual Balance is the full amount of all deposits in your account less transactions that have “posted” to (or have been paid from) your account. Your Available Balance is the amount of money in your account that is available for you to use without triggering an Overdraft Privilege or Overdraft Protection transfer, or incurring an Insufficient Funds Charge (Paid) fee, Premium OD Usage fee or Insufficient Funds Charge (Returned) fee. The Available Balance is the Actual Balance less holds placed on deposits and pending transactions that have been authorized but have not yet been presented to us for payment (such as pending debit card purchases that have been authorized at the point of sale, but have not been sent to us for payment by the merchant). We use your Available Balance to determine whether to authorize payments and whether to assess Insufficient Funds Charge (Paid) fees, Premium OD Usage fees or Insufficient Funds Charge (Returned) fees when transactions are posted to (paid from) your account. The following is an example of how this works:

Assume you have \$100 in your Actual Balance and your Available Balance and you have **opted in** to Extended Overdraft Privilege for debit card transactions. Further assume you use your debit card to buy a shirt for \$70, in which case the merchant will typically ask us to authorize the payment. If we do, then we will reduce your Available Balance to \$30 because we are now required to pay the \$70 for the shirt when the transaction is presented to us (usually a few days later) through the merchant’s card network. Before the merchant presents the shirt payment to us for payment, a check you have

written for \$50 is presented for payment. Because you only have \$30 in your Available Balance, we may reject the check (in which case you will not be charged a fee) or we may pay it with Standard Overdraft Privilege (in which case you will also not be charged a fee). The \$50 check payment is an overdraft because when the check was presented, your Available Balance was insufficient at \$30 even though your Actual Balance was still \$100. If the check you wrote is paid through Overdraft Privilege, your Available Balance is -\$20 (negative \$20) and your Actual Balance is \$50, when the shirt payment is presented to us through the merchant's card network. We are required to pay the shirt payment and you will be charged a Premium OD Usage fee, even though you had enough Available Balance at the time the payment was authorized.

To help you manage your account and avoid Insufficient Funds Charge (Paid) fees, Premium OD Usage fees and Insufficient Funds Charge (Returned) fees, you can determine your Available Balance at ATMs, online, on our mobile banking application, or by calling us anytime. We also provide you with a summary of Insufficient Funds Charge (Paid) fees, Premium OD Usage fees (collectively shown as Overdraft Fees) and Insufficient Funds Charge (Returned) fees (shown as Returned Item Fees) on your monthly account statements for the current period and year-to-date.

It is your responsibility to avoid overdrawing your account. Contact us to learn more about Overdraft Protection and other services we provide to our members. These services are designed to help you avoid overdraft charges or the possible return of a payment item.

You authorize us to use the money from any future deposits to your account or any other account you are an account holder of to pay any overdraft and resulting fees. Deposits include any direct deposit payments you receive from a government agency (including Social Security or other governmental benefits), your employer, or any other third party that posts its payment directly to your account. You understand you must contact the third party (not us) to change your direct deposit instructions.

You agree to pay all costs and expenses we incur in collecting any overdraft, including attorneys' fees. We may still pursue collection of the amount you owe (including suing you) after it is charged off. Further, if you do not promptly pay the amount of any overdraft along with any fees that we charge your account, WE MAY REPORT YOU TO A CREDIT REPORTING AGENCY. THIS COULD AFFECT YOUR ABILITY TO OPEN ACCOUNTS WITH US OR OTHER FINANCIAL INSTITUTIONS IN THE FUTURE.

Overdraft Privilege - We are under no obligation to pay items that would exceed your Available Balance. We offer Overdraft Privilege on most accounts. We do not offer such privilege on youth accounts, student accounts, or accounts with tax implications including HSA, IRA, and ESA. Overdraft Privilege is a courtesy we may provide you to pay items despite the fact the Available Balance is, or would be, negative. An Insufficient Funds Charge (Paid) fee or Premium OD Usage fee is charged for each item presented; however, it prevents the payee from knowing your account has an insufficient balance. Even if we've paid overdraft items before, we are not required to do it in the future. Further, we will analyze various factors (e.g. length of membership, number of accounts, account balances in other accounts, etc.) in making our determination as to the continued availability of Overdraft Privilege or the amount of the assigned Overdraft Privilege limit. It is your responsibility to inquire with us as to our determination and to promptly correct any insufficient balance. Prompt actions will likely reduce any financial harm to you. By authorizing card transactions, you are allowed to proceed with ATM and debit card transactions to overdraw your account up to the Overdraft Privilege amount. YOU WILL BE ASSESSED AN INSUFFICIENT FUNDS CHARGE (PAID) FEE OR PREMIUM OD USAGE FEE FOR EACH TRANSACTION PAID WITH OVERDRAFT PRIVILEGE.

Overdraft Protection – If you request Overdraft Protection, you can specify one or more of the following options. You can activate either or both methods of Overdraft Protection. Usage of Overdraft Protection may be less expensive than using Overdraft Privilege. If you link one deposit account and a line of credit, we will first transfer funds from the linked deposit account, and then from the line of credit. If two or more deposit accounts and a line of credit are linked, we will transfer funds from the linked deposit accounts in the order you specified when you linked the accounts before transferring from the line of credit.

Option	What it Means to You	Cost
Link to another deposit account(s)	Money transfers from another deposit account to match the exact amount of your overdraft	No charge
Line of Credit transfers	Money transfers from your Line of Credit to match the exact amount of your overdraft	\$5 per advance and interest is charged on outstanding balance

The following sections are added to the end of the Account Agreement, Trust Account Agreement and Special Account Agreement:

Limitation on Time to Sue - An action or proceeding by you to enforce an obligation, duty or right arising under this agreement or by law with respect to your account or any account service must be commenced within one year after the cause of action accrues.

Arbitration and Waiver of Class Action – You and the credit union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or to the products or services we have provided, will provide or have offered to provide to you, and/or any aspect of your relationship with us (hereafter referred to as the “Claims”). If we cannot informally settle a dispute, then you agree that any and all Claims that are threatened, made, filed or initiated, shall, at the election of either of you or us, be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its applicable rules and procedures for consumer disputes (“Rules”), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any credit union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, OR AN EQUIVALENT COURT OF LIMITED JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT OR SUCH EQUIVALENT COURT OF LIMITED JURISDICTION). This Arbitration and Waiver of Class Action provision (“Arbitration Agreement”) shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to Claims that are initiated in or transferred to small claims court or an equivalent court of limited jurisdiction.

1. Selection of Arbitrator. The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

2. Arbitration Proceedings. The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator’s award can be entered as a judgment in the court and it cannot be appealed. We shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys’ fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys’ fees and costs. Nothing contained in this Arbitration Agreement shall prevent either you or us from applying to any court of competent jurisdiction for emergency

provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the Arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

3. Class Action Waiver. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

4. Severability. In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

The following fee information on the Fee Schedule is changed as indicated:

The Overdraft Privilege fee \$32/item is being redefined as the Premium OD Usage fee \$32/presentation*. It is assessed each time Extended Overdraft Privilege is used.

An Insufficient Funds Charge (Paid) fee \$32/presentation* is being added. It is assessed each time Standard Overdraft Privilege is used.

The Returned Item fee \$32 each is being redefined as the Insufficient Funds Charge (Returned) fee \$32/presentation*.

The Returned Pre-Authorized Transfer fee is being deleted.

A footnote applying to each of these fees is added as follows: *A Premium OD Usage fee, Insufficient Funds Charge (Paid) fee or Insufficient Funds Charge (Returned) fee will **not** be charged on items of \$5.00 or less. You will be charged a Premium OD Usage fee, Insufficient Funds Charge (Paid) fee or Insufficient Funds Charge (Returned) fee each time a transaction is submitted for payment, even if it was previously submitted and rejected.