

Health Savings Account (Share Draft)

Revised 05/04/2020

Account Agreement

This Account Agreement (“Agreement”) provides information regarding your account with Elements Financial Federal Credit Union (“Credit Union”). This Agreement is in addition to any and all other membership, 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 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 by-laws and policies, and any amendments to these documents. You further agree that the Credit Union is not acting in the capacity of trustee or fiduciary agent and is merely providing account services.

2. Account Limitations: Due to the fact that a Health Savings Account (HSA) represents a unique legal relationship with unique limitations, the Credit Union will not provide the following products, services or account access channels to these accounts. HSAs will not be permitted to enter into credit or lending contracts. Share drafts or checks are available upon request on Elements Financial Health Savings Accounts. HSA prepaid debit cards will not function in ATMs or at non-health related merchants such as gas stations. Additional prepaid debit/ cards will only be issued to additional individuals who are 16 years or older and must be requested by the account owner. Health Savings Accounts are not eligible for our Overdraft Privilege (ODP) program. HSAs are individually owned accounts and cannot be owned jointly. HSAs may not be overdrawn. Per IRS Tax Code 4975, if a prohibited transaction such as an overdraft charge posts to an HSA, the account no longer qualifies for HSA status.

3. Verification of Eligibility: The Credit Union requires a signed HSA Application at the time of account opening in order to establish eligibility for a Health Savings Account. The Credit Union is not responsible for determining eligibility for a health savings account; it is the sole responsibility of the member/account holder to determine their own eligibility. For Health Savings Accounts the Credit Union requests a beneficiary to be named at the time of opening the account. 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.

4. 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.

5. Disposition of Account on Death: You have the right to designate one or more beneficiaries to whom your HSA funds will be distributed upon your death. To be valid, any such beneficiary designation must be delivered to us prior to your death on a form provided by us, or a format that is otherwise acceptable to us. If there is no beneficiary designation on file with us at the time of your death, funds will be distributed to your estate. If you die before the entire account balance of your HSA is distributed, the remaining HSA

balance will be distributed as follows: a) If the beneficiary is your spouse, the HSA will become your spouse’s HSA as of the date of your death (unless otherwise specified by applicable laws). b) If your beneficiary is not your spouse, the HSA will cease to be an HSA as of the date of your death and the fair market value of the account will be taxable to that person in the tax year that includes the date of death. Beneficiary information is important due to IRS governing rules around transferring HSA funds at death. Please see a tax professional or IRS HSA Publication 969 for additional information. The Credit Union will coordinate with the appropriate person to accomplish this transfer. The Credit Union may restrict access to the account until authorized parties are established

6. 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.

7. Account Types: Health Savings Accounts are individual accounts and cannot be owned jointly. Only that individual may deposit, withdraw, transfer funds, or close the account. The owner may request additional prepaid debit cards in the name of their immediate family but the owner understands that they are assuming total account liability by making the request. All transactions performed by the additional named card holder are viewed to be made by the owner and it is the owner’s responsibility to comply with all IRS Health Savings Account limitations including maximum contribution limits that may be unique to that owner.

8. Rights and Responsibilities: The owner acknowledges their respective responsibilities under the Internal Revenue Service rules governing Health Savings Accounts. All disbursements and deposits will be made in accordance with these respective governing rules. The Credit Union has no obligation to monitor or administer these accounts for compliance therein and will not be held liable for non-compliance. All withdrawals will be coded as a normal medical HSA distribution and will be reported to the IRS as such annually. All deposits will be reported as a regular contribution and will be reported to the IRS as such annually. Withdrawals and deposits made in error by the member/account holder are the responsibility of the member/account holder; the Credit Union has no obligation to correct errors made by the member/account holder unless and until the member/account holder gives a written declaration that the debit was indeed a mistaken distribution or the credit was a mistaken contribution. All electronic Point of Sale (POS) credits will be automatically treated as a regular contribution unless and until the member/account holder gives a written declaration that the credit was indeed a return of a mistaken distribution. It is the responsibility of the member/account holder to insure compliance with the applicable IRS Health Savings Account regulations and to maintain records and receipts accordingly.

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 all parties agree in writing to any transaction or change in ownership for the account. If any deposited item is returned unpaid, or if the account is overdrawn, the member/account holder is liable to the Credit Union for the amount of any returned item,

Health Savings Account (Share Draft)

Account Agreement — continued

overdrawn amount or unpaid amount or charges, regardless of how it was caused or who benefited from the transaction.

9. Deposit Rules: If any endorsement or any other markings made by you or any prior endorser on a deposited item cause 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 place a check hold upon deposit (please refer to the Credit Union's Funds Availability Policy within the Truth in Savings disclosure) or 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.

10. 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. Your Health Savings Account will be subject to our normal fee schedule and will be charged accordingly. Please be aware that any fees charged to your account are not considered medical withdrawals and will not be reported to the IRS, as such. However, if you have already contributed the maximum amount allowed to the account for the year, you will not be able to replenish the account either.

11. Minimum Balance to Avoid Fees: The credit union will charge a monthly maintenance fee, as set forth in the Rate and Fee Schedule, if the average daily balance in the HSA share account is below \$2,500.

12. Optional Investment Program: You acknowledge there is a minimum \$2,500 average daily balance in the HSA share account required for you to have the option to enroll in the TD AMERITRADE, Inc. Investment Program. Eligibility does not constitute enrollment in the optional investment program. You must actively elect to enroll in order to use the investment funding options provided to you through TD AMERITRADE, Inc. Only balances in excess of \$2,500 are transferable to the optional investment program. *Please note that participation in the Investment Program is voluntary and you, the accountholder, bear all risk of loss from the investment selections made. NOT NCUA INSURED. MAY LOSE VALUE. NOT CREDIT UNION GUARANTEED.*

13. 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.

14. Termination of Membership: You may terminate your account(s) at any time by notifying us by phone, in writing or verbally at one of our branches. You agree to reimburse the Credit Union for any payment or overdraft that occurs after the termination of your membership.

15. Account Termination: We may terminate or close your account(s) at any time by giving you notice of termination. The Credit Union reserves the right

to close your account without prior notification if: (1) a forgery or fraud has been reported or committed involving your account(s); (2) the ownership of the account(s) is disputed; (3) your prepaid debit card is lost or stolen; (4) you have excessive returned unpaid items which are not covered by overdraft protection; (5) you have abused or misrepresented your account(s).

16. 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.

17. 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.

18. 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.

19. 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 or secondary 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.

20. 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.

21. 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 share draft/checking accounts.

Health Savings Account (Share Draft)

Account Agreement — continued

22. HSA Prepaid Debit Card : You agree that the prepaid debit 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 Credit Union may change the terms of this Agreement, including the Disclosures and Conditions of Use, at any time. You will be notified of any changes to the terms of this agreement as required by law. the new terms and Disclosures and Conditions of Use will then apply to your use of the prepaid debit card. The Credit Union may cancel your prepaid debit card at any time by giving you written notice, and you may cancel your card at any time by surrendering the card to the Credit Union. Cancellation of the prepaid debit 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.

ADDENDUM #1

MEMBERSHIP POLICIES

The following information reflects updates to our policies that relate to the subjects of nonparticipation and limitation of services.

Elements Financial (the “Credit Union”) may terminate the membership of members or limit the services or products available to them under certain circumstances.

Nonparticipation Policy

If you do not participate in the affairs of the Credit Union, we may terminate your membership. Participation in the affairs of the Credit Union is determined by the following activities:

1. voting in the annual elections of the Credit Union;
2. purchasing shares from the Credit Union;
3. obtaining a loan from the Credit Union;
4. actively maintaining a deposit relationship with the Credit Union; or
5. maintaining the share balance in your member share account at least at the current par value for at least 90 consecutive days.

Expulsion of a member for nonparticipation does not relieve the member of any liability to the Credit Union. The Credit Union will pay all member shares less any amounts due to the Credit Union upon the member’s expulsion.

Limitation of Services Policy

The Credit Union may limit the services or products available to members who have exhibited inappropriate behavior; engaged in conduct that has caused a loss to the Credit Union or that threatens the safety of Credit Union employees, facilities, or other members; or are not in good standing.

A member in good standing is a member who:

1. maintains at least the minimum share at the current par value;
2. is not significantly delinquent on any Credit Union loan;
3. has not had any account with the Credit Union closed due to abuse or negligent behavior;
4. has not caused a financial loss to the Credit Union; and
5. has not engaged in violent, belligerent, disruptive, or abusive activities.

Any member determined in the Credit Union’s sole determination to be not in good standing may have Credit Union services or products limited. This limitation may apply if the member services or products are sought directly or indirectly and may apply to any person who has access to Credit Union services or products either directly or indirectly through a member who is considered to be not in good standing.

Any limitation of services or products will bear a logical relationship between the objectionable activities and the services or products suspended. However, the Credit Union retains the ability to limit any Credit Union service or product it deems appropriate in its sole discretion, including, but not limited to: ATM services, credit cards, loans, share draft privileges, online banking, preauthorized transfers, shared branch activity, and access to Credit Union facilities. The Credit Union will notify the member of the services or products that have been limited.

ADDENDUM #2

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.