



Truth in Savings Disclosure

1-800-348-4738 • 1104 Medical Park Dr • Fort Wayne, IN 46825

All savings accounts at MidWest America Federal Credit Union are federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government, National Credit Union Administration (NCUA), a U.S. Government Agency, and up to an additional \$250,000 by Excess Share Insurance (ESI), for a total of \$500,000. IRAs are separately insured to \$250,000 by the NCUA, and an additional \$250,000 by ESI, for a total of \$500,000.

Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions 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 also ask to see your driver's license or other identifying documents.

Share Accounts

Rate Information: The dividend rate and annual percentage yields may change every quarter. We may change the dividend rate for your account as determined by the Credit Union Board of Directors.

Compounding and crediting: Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

Dividend period: For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is March 31.

Daily balance computation method: Dividends are calculated by the daily balance method that applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on non-cash deposits: Dividends will begin to accrue on the business day you place non-cash items (for example, checks) in your account.

Fees and Charges: Monthly, a fee will be assessed to accounts which maintain an average aggregate balance of less than \$500 for the previous two months. This fee will be waived if the checking account has 5 or more financial transactions (fee withdrawals or dividends are not considered financial transactions) during the month, there is an open loan on the account which is not delinquent, charged off, or in a repossession status, or the account belongs to a minor (less than age 18).

Regular Share Accounts

Par value of a share: The par value of a share in this account is \$5.00.

Minimum Balance Requirements: The minimum required to open this account is the purchase of a share in the Credit Union. Please see the bylaw requirements in the Common Features section for additional information.

You must maintain a minimum daily balance of \$200.00 in your account each day to obtain the disclosed annual percentage yield. You must maintain a minimum daily balance of \$5.00 in your account to keep any other type of account or service open.

You Name It Savings Accounts

Minimum Balance Requirements: The minimum balance required to open this account is \$1.00. You must maintain a minimum daily balance of \$0.00 in your account each day to obtain the disclosed annual percentage yield.

Compounding and crediting: Dividends will be compounded every quarter. Dividends

will be credited to your account every quarter.

Youth Savings Accounts

Minimum balance requirements: The minimum balance required to open this account is \$1.00. You must maintain a minimum daily balance of \$0.00 in your account each day to obtain the disclosed annual percentage yield.

Youth Savings dividends: Balances of \$0.00 to \$500.00 will receive the highest dividend rate offered for Youth Accounts. Balances greater than \$500.00 will receive the standard dividend rate offered.

Compounding and crediting: Dividends will be compounded monthly. Dividends will be credited to your account monthly.

Youth Savings age requirements: This account is designed for children age 0-17. After a member turns 18, the Youth Savings will close after monthly dividends have been posted, and funds will be transferred to the Regular Shares.

Share IRA (Roth, Coverdell, & HSA)

Rate Information: The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union Board of Directors.

Accrual of dividends on non-cash deposits: Dividends will begin to accrue on the business day you place non-cash items (for example, checks) in your account.

Transaction limitations (IRA, Roth & Coverdell): You may not make any withdrawals or transfers to another Credit Union account of yours or to a third party by means of pre-authorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

Transaction limitations (HSA): No transaction limitations apply to this account unless otherwise stated in the Common Features section.

Fees associated with these accounts: Annually on November 1st, any account with a balance of less than \$250 in each type of IRA will be charged a maintenance fee as indicated on the member services fee schedule.

Century Money Market Account

Rate information: The annual percentage yield [APY] is variable and is subject to change as determined by the Credit Union Board of Directors.

Compounding and crediting: Dividends will be compounded every month. Dividends will be credited to your account every month.

Minimum balance requirements: The minimum balance required to open this account is \$100,000. If an account falls below the \$100,000 minimum balance at any time during the monthly qualification cycle, the premium dividend rate for that month will be forfeited and the account will earn the same APY as a Regular Share Account for the entire monthly qualification cycle. To regain eligibility for the premium rate in the next monthly qualification cycle, you must meet or exceed the \$100,000 balance requirement, before the next monthly cycle begins and maintain that minimum balance throughout the duration of the monthly qualification cycle. Closing your Century Money Market prior to the end of the qualification cycle will result in a forfeit of premium dividends.

Daily balance computation method: Dividends are calculated by the daily balance method that applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on non-cash deposits: Dividends will begin to accrue on the business day you place non-cash items (for example, checks) in your account.

Transaction limitations/Fees and Charges: The Century Account is limited to six (6) withdrawals per month. Excess withdrawals will be charged a per item fee.

Liquid Gold Accounts

Rate information: The dividend rate and the annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union Board of Directors.

Compounding and crediting: Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period: For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of the first dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements: The minimum balance required to open this account is \$2,500.00. You must maintain a minimum daily balance of \$2,500.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method: Dividends are calculated by the daily balance method that applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on non-cash deposits: Dividends will begin to accrue on the business day you place non-cash items (for example, checks) in your account.

Transaction limitations: The minimum deposit we allow is \$500.00 per deposit. The minimum amount you may withdrawal is \$500.00 per withdrawal. During any month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of pre-authorized or automatic transfer or telephonic order or instruction. No more than six may be made by check, draft, debit card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the Credit Union.

Fees and charges: An excessive withdrawal fee of \$12.00 will be charged for each withdrawal in excess of the transaction limitations stated above.

Benefits Plus® & Freedom Checking Accounts

Minimum balance requirement: No minimum balance is required for these accounts. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF).

Transaction limitations: No transaction limitations apply to these accounts unless otherwise stated in the Common Features section. Checks that have to be manually cleared due to incorrect information applied/entered by an outside source will be charged a manual draft clearing fee.

Business Checking Accounts

(See special TIS Disclosure for that product)

Reward Checking Accounts

(See special TIS Disclosure for that product)

Diamond Accounts

(See special TIS Disclosure for that product)

Common Features

Bylaw requirements: You must complete payment of one share in your Regular Share account as a condition of admission to membership.

Transaction limitation: We reserve the right to at any time require no less than seven days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. Cash withdrawals may also be limited according to the total cash available in the branch on any given day.

Nature of dividends: Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. (This disclosure further explains the dividend feature of your non-term share account(s)).

National Credit Union Share Insurance Fund: Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund and Excess Share Insurance.

Statutory Lien: If you are in default on a financial obligation to us, federal law gives us the right to apply the balance of shares and dividends in your account(s) at the time of default to satisfy that obligation. Once you are in default, we may exercise this right without further notice to you.

Any share account will automatically be closed if the available balance remains at or below \$0 for three months or more.

Dormant Policy: An account is dormant and will be assessed a monthly fee when there have been no monetary transactions performed by the member such as deposits, withdrawals, draft clearings, loan advances or payments for one year or more. Excluded from this definition are minors' accounts (prime members under 18 years old), members who have: Share Certificates, IRAs, average aggregate balance of \$2,500.00 for the last 30 days, Visa accounts serviced by MidWest America Federal Credit Union, or those who have been required to open accounts so that they could co-sign on a loan at the Credit Union.

Available Balance: When a debit card purchase or ATM withdrawal, is attempted, MWAFUCU receives an instantaneous request to authorize the transaction. This request will affect the account's available balance. The available balance is used to determine whether the account holds sufficient funds for an authorization; calculated by subtracting outstanding debit cards authorizations and holds on deposited funds from the actual balance.

Share & IRA Certificates

Maturity Notice: Your account will mature according to the term of the certificate, and it will automatically renew unless you prevent it. The new maturity will be the same term as the original term unless specified in a special certificate TIS disclosure. The dividend rate and annual percentage yield that will apply to your certificate account if it is renewed have not yet been determined. That information will be available on the renewal date. After that date, you may call the Credit Union during regular business hours at (260) 482-3334 to find out the dividend rate and annual percentage yield that will apply to your account if it is renewed.

Early withdrawal penalties: A penalty may be imposed for withdrawals before maturity:

If your account has an original maturity of 91 days or less, the penalty we may impose is the greater of:

- seven days dividends, on the amount withdrawn subject to penalty, if the withdrawal is made within the first six days after the deposit, or
- all dividends earned on the amount withdrawn subject to penalty.

If your account has an original maturity of more than 91 days but less than 24 months, the penalty we may impose will equal 90 days dividends on the amount withdrawn subject to penalty.

If your account has an original maturity of 24 months or more, the penalty we may impose will equal 180 days dividends on the amount withdrawn subject to penalty. In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan.

Withdrawal of dividends prior to maturity: The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

Automatically renewable account: This account will automatically renew at maturity. You may prevent renewal if we receive written notice from you before maturity of your intention not to renew or you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any). We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a dividend-bearing account.

Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same as we offer on new term share accounts on the maturity date. It will have the same term, minimum balance (if any) and other features as the original term share account.

There is a 10-day grace period following the maturity of this account during which you may transfer the funds into another MidWest America certificate without being charged an early withdrawal penalty. If you do not transfer the funds into another MidWest America certificate, you will not earn dividends during this 10-day grace period.

Funds Availability Policy (REG CC)

This disclosure describes your ability to withdraw funds at MidWest America Federal Credit Union. It only applies to the availability of funds in transaction accounts. The credit union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

1. General Policy. Our policy is to make funds from your deposits available to you on the same business day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we can use the funds to pay share drafts you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day we are not open, the deposit will be treated as if it were made on the next business day we are open.

2. Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that you make your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the same business day we receive your deposit. If we are not going to make all of the funds from your deposit available on the same day you make your deposit, we will notify you at the time you make your deposit. If the deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds would be available.

3. Holds on Other Funds. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us.

The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

4. Deposits at ATM machines. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we own or operate will be available on the second business day after the day of deposit, except that the first \$225.00 of deposits will be available on the day of deposit. Funds from any deposits (cash or checks) made at ATMs we do not own or operate will have the same availability as if the machine were owned by MidWest America Federal Credit Union.

5. Longer Delays May Apply. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid,
- You deposit checks totaling more than \$5,525 on any one day,
- You re-deposit a check that has been returned unpaid,
- You have overdrawn your account repeatedly in the last six months, or
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth business day after the day of your deposit.

6. Special Rules for New Accounts. If you are a new member, the following special rules will apply during the first thirty days your account is open. Deposits of traveler's checks, cash, wire transfers and electronic funds made to your account will be available on the day we receive the deposit. If you are depositing checks, funds may be available under certain conditions. If you need the funds from a deposit right away, you should ask us when the funds would be available.

7. Foreign Checks. Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution that the check is drawn on.

8. Remote Deposit Capture (RDC). Check deposits utilizing RDC will generally be available after a two business day hold, except that the first \$225.00 will be available on the day of deposit.

PRIVACY NOTICE

MidWest America Federal Credit Union is owned by its members and run by a board of directors you elect. You can be confident that your financial privacy is a top priority of this credit union. We are required by the Gramm- Leach Bliley Act to give you this privacy notice to explain how we collect, use and safeguard your personal financial information. The notice we provide (form 10050) is in the format prescribed by the Gramm-Leach Bliley Act for distribution for our members. If you have any questions, please contact a member service representative at (260) 482-3334 or (800) 348-4738.

TERMS & CONDITIONS OF ELECTRONIC FUND TRANSFERS PROVIDED BY MIDWEST AMERICA FEDERAL CREDIT UNION

This notice, which is required by federal law, describes important terms and conditions under which MidWest America Federal Credit Union provides certain preauthorized transfer services to you. This disclosure pertains to Federal Reserve Bank and Automated Clearinghouse (ACH) transactions only. (See specific disclosures for other services offered.) Our Electronics Funds Transfer (EFT) service allows you to designate the type of transaction, such as social security, payroll deposits, insurance premiums, or mortgage payments. This service is provided to you at no charge. When utilizing our ACH/EFT for bill paying services, funds must be available for withdrawal prior to 8:00 a.m. on Mondays and Fridays and 9:00 a.m. Tuesdays through Thursdays, depending upon the day your scheduled ACH withdrawal is to occur. There are NO limitations on the dollar amounts of EFTs. Share (savings) accounts are allowed 6 transfers per month. Share draft (checking) accounts have no frequency limitations.

We will disclose information to third parties about your account or the transfer you make:

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

This notice does not apply to any business or health savings account.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

- If you have arranged to have transfers made to or from your account at least once every sixty days from the same person or company, you can call (260) 482-3334 to find out whether or not the transfer has been made.
- Periodic statements. You will receive a monthly account statement.

STOP PAYMENTS ON PRE-AUTHORIZED TRANSFERS

If you have made arrangements to make regular payments from your account, you can stop any of these payments. Here's how: Call us at (260) 482-3334, or write us at 1104 Medical Park Drive; Fort Wayne, IN 46825, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen days after you call. We will charge you the fee indicated in this disclosure for each stop payment order you give. If these regular payments vary in amount, the company you are going to pay will notify you, ten days before each payment, when it will be made and how much it will be. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. Pre-authorized transfers that are returned to the Federal Reserve Bank due to insufficient funds in your account, will be assessed a fee for each item returned, according to the separate fee schedule in this disclosure.

CHOICE OF LAW

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing House ("ACH") Operators and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations, with respect to such payments, shall be construed in accordance with and governed by the laws of the State of Indiana. This is provided for by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

NOTICE OF RECEIPT OF ACH ENTRIES

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, MidWest America is not required to give next day notice to you of receipts of an ACH entry, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

PROVISIONAL PAYMENT

Credit given to MidWest America on your behalf, with respect to an automated clearing house credit entry, is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry. The party making the payment to you via such entry [i.e., the originator of the entry] shall not be deemed to have paid you the amount of such entry.

MIDWEST AMERICA FEDERAL CREDIT UNION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.

- If circumstances beyond our control (such as fire, flood, or mechanical failures) prevent the transfer, despite reasonable precautions that we have taken. There may be other exceptions stated in our agreement with you.

In case of errors or questions about your electronic transfers, telephone us at **800-348-4738** or write us at **1104 Medical Park Drive; Fort Wayne, IN 46825** as soon as you can, if you think your statement or receipt is wrong, or if you need more information about the transfer listed on the statement or receipt. We must hear from you no later than sixty days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within ten business days.

We will tell you the results of our investigation within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five days to investigate your complaint or question. If we decided to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten business days we may not credit your account. If we decide that there was no error we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

ARBITRATION AGREEMENT, WAIVER OF CLASS ACTION AND WAIVER OF JURY TRIAL

NOTICE: THIS AGREEMENT CONTAINS PROVISIONS FOR BINDING (MANDATORY) ARBITRATION AND WAIVER OF JURY TRIAL. Upon the election of either you or us, any Claim will be resolved by BINDING ARBITRATION as set forth below. In arbitration, a dispute is resolved by an arbitrator instead of a judge or jury. Arbitration procedures are simpler than court procedures, but many procedures permitted in court are limited or not available in arbitration.

If you and we cannot informally resolve any Claim, you agree that you or we may elect to submit the Claim to binding arbitration under the terms of this Arbitration Agreement.

In this Arbitration Agreement, the words "you," "your," and "yours" mean anyone (1) who signs an Account Card, (2) who signs an Account Change Card, (3) who signs any other account opening document or (4) for whom membership and/or service requests are approved through our online application and authentication process. The words, "we," "us," and "our" mean the Credit Union unless the context indicates otherwise. The word "account" means any one or more share or other accounts you have or have had with us in the past, present or future. The word "agreement" refers to, but is not limited to, any credit card agreement, loan agreement, and/or other credit agreement into which you have entered or will enter into with us. "Claim" means any and all disputes arising out of, affecting, or relating to your accounts in any way, or the products or services that we have provided, will provide or have offered to provide to you, any agreement into which you have entered or will enter into with us, and/or any aspect of your relationship with us, including any events leading up to the establishment of your membership, the opening of any account, or the entering into of any agreement (for example, disclosures, promotions, advertisements, or oral or written statements). Claim has the broadest possible meaning and includes disputes based upon contract, tort, statute or otherwise and claims for money damages and injunctive or declaratory relief. Claim also includes, except as otherwise provided herein, a dispute about whether this Arbitration Agreement is valid or enforceable, about when it applies and about whether a dispute is subject to this Arbitration Agreement (i.e., is arbitrable). However, the term Claim does not include any dispute about the validity, effect or enforceability of the prohibitions against class proceedings (the "Class Action Waiver"), and any such dispute shall be resolved by a court. Claim also does not include any dispute

that is subject to the jurisdiction of, and commenced as an action in, small claims court (or an equivalent court thereto). However, if the dispute is transferred, removed or appealed from a small claims court to any different court, either party may elect to arbitrate that dispute as a Claim. Additionally, this Arbitration Agreement does not limit the right of you or us, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off, recoupment, repossession, trustee's sales and the like. This agreement to arbitrate shall include any Claim involving our employees, agents, successors or assigns, and any such Claim against any of those parties may be joined or consolidated with any related Claim against us in a single arbitration proceeding. This Arbitration Agreement does not apply to any consumer credit transaction as set forth in the Military Lending Act with respect to any member of the armed forces on active duty or active Guard and Reserve duty, who is on such active duty at the time the consumer credit transaction was entered into or at the time any Claim is asserted by you or by us, or to any such member's dependents as they are defined in the Military Lending Act. This Arbitration Agreement also does not apply to any consumer credit transaction secured by a dwelling (including a home equity line of credit secured by your principal dwelling).

You agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration Agreement (including the Waiver of Class Action provision), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") (1-800-778-7879; www.adr.org), or such arbitrator to which the parties may agree, in accordance with AAA's applicable rules and procedures for consumer disputes ("Rules"). The Rules can be obtained on the AAA website free of charge at www.adr.org. Either you or we may elect to resolve a particular Claim through arbitration, even if the other party 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.

IMPORTANT NOTICE: 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 OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US AND TO APPEAL IS MORE LIMITED IN AN ARBITRATION PROCEEDING THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

1. Applicable Law. You and we agree that the Membership and Account Agreement and this Arbitration Agreement involve interstate commerce, and that this 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. The Arbitrator must follow, to the extent applicable: (1) the substantive law of the state in which we entered into the transaction giving rise to this Arbitration Agreement; (2) the applicable statutes of limitations; and (3) claims of privilege recognized at law. 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. The Arbitrator will not be bound by federal, state or local rules of procedure and evidence or by state or local laws concerning arbitration proceedings.

2. 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. 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. NOTICE: THIS AGREEMENT CONTAINS PROVISIONS FOR BINDING (MANDATORY) ARBITRATION AND WAIVER OF JURY TRIAL. Upon the election of either you or us, any Claim will be resolved by BINDING ARBITRATION as set forth below. In arbitration, a dispute is resolved by an arbitrator instead of a judge or jury. Arbitration procedures are simpler than court procedures, but many procedures permitted in court are limited or not available in arbitration.

3. Effective Date. This Arbitration Agreement is in effective as of the date the account is opened, and you become a member.

4. Arbitration Proceedings. A Claim in an arbitration proceeding may be decided by the arbitrator based on the parties' written submissions. If a hearing is necessary as determined by the Arbitrator, it may be conducted by telephone or by video, if the parties have such capabilities. Otherwise, if the Arbitrator determines an in-person hearing is necessary, the hearing will take place in the county where you reside, are personally served, where you signed an Account Card, Account Change Card, or any other account opening document, or any other place reasonably convenient to you where applicable law requires or pursuant to the Rules. 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 injunctive relief or award of attorney fees that could be awarded by a court. Exchange of non-privileged information shall be available to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court in accordance with applicable state law. Upon the timely request of any party to an arbitration proceeding, the Arbitrator must provide a brief written explanation of the basis for the award, explaining the application of the law to the facts presented. Except as provided in applicable statutes, the Arbitrator's award is not subject to review by the court and it cannot be appealed. We will pay for any filing, administration, and arbitrator fees imposed on you by the AAA. You will be responsible for your own attorneys' fees and other costs and expenses unless you prevail on your Claim in the arbitration, and the arbitrator awards you attorney fees and/or your other costs and expenses under applicable law or the Rules, in which case we will pay your such fees, costs, and expenses. You will not be required to pay any attorneys' fees or costs incurred by us.

5. 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. AS PART OF THIS WAIVER, YOU AGREE THAT YOU WAIVE THE RIGHT TO ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN AN ARBITRATION; THAT EXCEPT AS OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT, CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION.

6. WAIVER OF RIGHT TO TRIAL BY JURY. Whether any controversy is arbitrated or resolved by a court, you and we voluntarily and knowingly waive any right to a jury trial with respect to such controversy to the fullest extent allowed by law.

7. 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.

If you have questions about AAA procedures, you may contact AAA at 1-800-778-7879 or visit AAA's website at www.adr.org.