

Credit Union 1

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MEMBERSHIP AND ACCOUNT AGREEMENT

As used in this Membership and Account Agreement ("Agreement"), the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, or any other account opening document (Account Card), members of Credit Union 1, joint account owners, and agent of members. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union. Debit card accounts are checking accounts and all references to debit card accounts at the Credit Union are governed by the terms and conditions provided for checking accounts. This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this Agreement (Credit Union).

READ THE FOLLOWING CAREFULLY: TAKE NOTICE THAT THIS AGREEMENT CONTAINS A BINDING "AGREEMENT TO MANDATORY ARBITRATION" IN SECTION 42. READ SECTION 42 VERY CAREFULLY! THE AGREEMENT TO MANDATORY ARBITRATION IN SECTION 42 AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT, YOUR MEMBERSHIP IN CREDIT UNION 1, AND ANY ACCOUNT, PRODUCT, LOAN, OR SERVICE YOU HAVE OR HAVE HAD WITH CREDIT UNION 1 (THIS INCLUDES ANY OF THE FOREGOING YOU HAVE OR HAD WITH ANY INSTITUTION THAT HAS MERGED WITH OR BEEN ACQUIRED BY CREDIT UNION 1). AMONG ITS OTHER REQUIREMENTS, SECTION 42 WAIVES CERTAIN IMPORTANT RIGHTS AMONG WHICH ARE THE FOLLOWING:

A. YOUR RIGHT TO BRING, FILE, OR COMMENCE, OR PARTICIPATE AS A PARTY IN, MOST ACTIONS, LAWSUITS, OR OTHER JUDICIAL PROCEEDINGS, WHETHER BEFORE A JURY OR BEFORE A JUDGE ALONE, INVOLVING ANY DISPUTES, CLAIMS OR CONTROVERSIES, WHETHER IN CONTRACT, TORT, OR EQUITY, OR UNDER A STATUTE, RULE OR REGULATION, ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR MEMBERSHIP IN CREDIT UNION 1, AND ANY ACCOUNT, PRODUCT, LOAN OR SERVICE YOU HAVE OR HAVE HAD WITH CREDIT UNION 1; AND

B. YOUR RIGHT TO BRING, FILE OF COMMENCE, OR PARTICIPATE AS A PARTY IN, A CLASS ACTION, A CLASS ARBITRATION, A REPRESENTATIVE ACTION, A REPRESENTATIVE ARBITRATION, A COLLECTIVE ACTION, A COLLECTIVE ABRITRATION, OR A PRIVATE ATTORNEY GENERAL ACTION INVOLVING ANY DISPUTES, CLAIMS OR CONTROVERSIES, WHETHER IN CONTRACT, TORT, OR EQUITY, OR UNDER A STATUTE, RULE, OR REGULATION, ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR MEMBERSHIP IN CREDIT UNION 1, AND ANY ACCOUNT, PRODUCT, LOAN, OR SERVICE YOU HAVE OR HAVE HAD WITH CREDIT UNION 1.

Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Notice and Disclosure, or Account Receipt accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments made to these documents from time to time that collectively govern your membership, accounts and services.

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 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, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

1. MEMBERSHIP ELIGIBILITY - To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) (hereinafter membership share) and/or paying a membership fee as set forth in the Credit Union's bylaws. You authorize Credit Union 1 to obtain copies of your consumer reports now and in the future, in order to determine eligibility for membership, products and services offered by or through Credit Union 1, regardless of whether or not you have applied for the product or service.

2. INDIVIDUAL ACCOUNTS - An individual account is an account owned by one member who has qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, any security interest or pledge granted by the account owner, and our statutory lien rights.

3. JOINT ACCOUNTS - A joint account is an account owned by two or more persons.

a. Rights of Survivorship. Unless otherwise stated on the Account Card, a joint account includes rights of survivorship. This means that when one owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. Control of Joint Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

c. Joint Account Owner Liability. If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for any returned item, overdraft, or unpaid amount and for any related fees and charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

4. POD/TRUST ACCOUNT DESIGNATIONS - A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Unless state law provides for different ownership or as permitted and documented by us, the beneficiaries/payees will own the funds jointly in equal shares without rights of survivorship when there is more than one surviving beneficiary/payee. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

5. ACCOUNTS FOR MINORS - We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

6. UNIFORM TRANSFERS TO MINORS ACCOUNT - A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals.

7. AGENCY DESIGNATION ON AN ACCOUNT - An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent except as required by applicable law.

8. DEPOSIT OF FUNDS REQUIREMENTS - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

d. Final Payment. All checks, drafts, automated clearinghouse (ACH) transfers or other items credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a returned item fee on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or fund transfer.

e. Direct Deposits. We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by completing a separate authorization document. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

f. Crediting of Deposits. Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

9. ACCOUNT ACCESS

a. Authorized Signature. Your signature on the Account Card, authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number, even if you do not authorize a particular transaction.

b. Access Options. You may access your account(s) in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access or mobile application. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney which we reasonably conclude is invalid or unreliable or has been revoked.

c. Credit Union Examination. We may disregard any information on any check or draft other than the signature of the drawer, the amount of the item, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

10. FUND TRANSFERS - Fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code, such as wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to rules of the National Automated Clearinghouse Association (Nacha). We may execute certain requests for fund transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.

a. Authorization for Transfers/Debiting of Accounts. You may make or order fund transfers to or from your account. We will debit your account for the amount of a fund transfer from your account and will charge your account for any fees related to the transfer.

b. Right to Refuse to Make Transfers/Limitation of Liability. Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available balance in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with fund transfers to or from your account.

c. No Notice Required. We will not provide you with notice when fund transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

d. Interest Payments. If we fail to properly execute a payment order and such action results in a delay in payment to you, we will pay you dividends or interest, whichever applies to your account, for the period of delay as required by applicable law. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

e. Provisional Credit for ACH Transactions. We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

f. Payment Order Processing and Cut-off Times. Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. Fund transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next fund transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

g. Identifying Information. If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

h. Amendments and Cancellations of Payment Orders. Any account owner may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

i. Security Procedures. We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

j. Duty to Report Unauthorized or Erroneous Fund Transfers. You must exercise ordinary care to identify and report unauthorized or erroneous fund transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

k. Recording Telephone Requests. You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

11. ACCOUNT RATES AND FEES - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Fee Schedule. We may change the Truth-in-Savings Disclosure or Fee Schedule at any time and will notify you as required by law.

12. TRANSACTION LIMITATIONS

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from the available balance in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers when you have an insufficient available balance in your account if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of 7 to 60 days before any intended withdrawals. We may require prior notice for large cash withdrawals. We may refuse an order to withdraw funds in cash or to cash an item if we believe that the request is a security risk or possesses a hardship on us. We may require you to accept an Official Check or electronic transfer to receive the requested funds. If we agree to allow a large cash withdrawal, you may be required to employ a courier service acceptable to us and at your own risk and expense. If a large cash withdrawal is completed at a branch you may be required to sign a cash withdrawal agreement. Refusal to sign the agreement is grounds for us to revoke the cash withdrawal and require alternative means of withdrawal or alternate means of delivery of the funds.

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

13. CERTIFICATE ACCOUNTS - Any term share, share certificate, time deposit or certificate of deposit account (certificate account), whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, the Account Receipt for each account, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

14. OVERDRAFTS

a. Payment of Overdrafts. If, on any day, the available balance in your checking account is not sufficient to pay the full amount of a check, draft, transaction, or other item posted to your checking account, plus any applicable fee ("overdraft"), we may pay or return the overdraft. The Credit Union's determination of an insufficient available checking account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the checking account required. We do not have to notify you if your checking account does not have a sufficient available balance in order to pay an overdraft. Please refer to the Credit Union's Overdraft Payment Policy Disclosure, which includes the Important Disclosure Regarding How Overdraft Fees Are Incurred in Relation To Your Account Balance. Your checking account may be subject to a fee for each overdraft regardless of whether we pay or return the overdraft. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection in order for the transaction amount to be covered. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection, Credit Union's Fee Schedule, and the Credit Union's Overdraft Payment Policy Disclosure.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your checking account, you agree to pay the overdrawn amount, in accordance with your overdraft protection plan or, if you do not have such a plan with us, in accordance with our Overdraft Payment Policy Disclosure.

b. Order of Payments. Checks, drafts, transactions, and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute other transactions on your checking account in any order we choose. The order in which we process checks, drafts, or items, and execute other transactions on your checking account may affect the total amount of overdraft fees that may be charged to your checking account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

15. POSTDATED AND STALEDATED CHECKS OR DRAFTS - You agree not to issue any check or draft that is payable on a future date (postdated). If you do draw or issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six months past its date; however, if the check or draft is paid against your account, we will have no liability for such payment.

16. STOP PAYMENT ORDERS

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

Stop payment orders for preauthorized debit transactions from your account are governed by Regulation E. Please refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on preauthorized debit transactions.

b. Duration of Order. You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed for additional six-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify you when a stop payment order expires.

c. Liability. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

17. CREDIT UNION LIABILITY - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; (4) we follow your instructions; or (5) your account funds are subject to legal process or other claim. We will not be liable for indirect, special, or consequential damages regardless of the form of action and even if we have been advised of the possibility of such damage, except liability for wrongful dishonor. If we fail to stop payment on an item, or pay an item bearing an unauthorized signature, forged signature, or forged endorsement or alteration, our liability, if any, will be limited to the face amount of the item. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

18. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. We may require you to provide identification upon presenting check(s).

19. REMOTELY CREATED CHECKS OR DRAFTS - For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check

or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

20. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. We may refuse to allow withdrawals while you have any outstanding obligation to the credit union. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against the obligation owed to us. State law gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation you have with the credit union. We may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe, except as limited by federal or state law. If we do not apply or offset the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply or offset the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply or offset funds in your account(s) to your obligations you owe, we do not waive our right to enforce these rights at a later time.

21. LEGAL PROCESS - If any legal action is brought against your account, you authorize us to comply with it and we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. We do not have to determine whether the legal process was validly issued or enforceable. If a hold is in effect, we will continue to charge any applicable fees even though the account cannot be accessed. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our statutory lien and security interest.

22. ACCOUNT INFORMATION - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

23. NOTICES

a. Name or Address Changes. You are responsible for notifying us of any name, email or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name, email and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Fee Schedule.

b. Notice of Amendments. Except as prohibited by applicable law, we may change this Agreement at any time. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you. Notice to any account owner is considered notice to all account owners.

d. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

24. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time we may close your account and return the balance to you, less any applicable service fees.

25. STATEMENTS

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement that shows the transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement within thirty-three (33) days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting requirements pertaining to electronic fund transfers.

c. Notice to Credit Union. You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

d. Address. If we mail you a statement, we will send it to the last known address shown in our records. If you have requested to receive your statement electronically, we will send the statement or notice of statement availability to the last e-mail address shown in our records.

26. INACTIVE ACCOUNTS - Each state has laws that govern when accounts are considered inactive or abandoned, and when we're required to send your funds to the state. We strongly encourage you to make sure your accounts remain active by making transactions, signing into your account online or coming into a branch location to meet with a member service representative. As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our Fee Schedule. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency. Unless prohibited by applicable law, we may charge a fee, as set forth in the Fee Schedule, for processing your unclaimed account to the applicable state.

27. SPECIAL ACCOUNT INSTRUCTIONS - You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card and accepted by us.

28. TERMINATION OF ACCOUNT - 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, for example: (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 any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. 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.

29. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. Pursuant to our Bylaws, if you cause us a loss, fail to maintain one or more shares, or violate a board policy applicable to members, you may be expelled from membership. If expelled, you are not relieved of your liability to us. We may restrict or suspend access and/or decline or prevent transactions to or from your account, except your right to vote in annual or special meeting(s) and maintain a share account, if you engage in any conduct that negatively impacts the credit union and its membership. This conduct includes but is not limited to: action or inaction that abuse the products or services of the credit union; abusive or threatening behavior; suspicious, fraudulent, illegal, dishonest, or deceptive activities. We may also do so if we believe you may be the victim of fraud, scam or financial exploitation, even though you have authorized the transaction(s) and/or we reasonably believe that doing so is necessary to avoid a loss or reduce risk to us. Our actions hereunder will be reasonably related to the nature of the conduct that results in the same. **IF YOU BECOME DELINQUENT ON A LOAN OR IF YOU CAUSE US A LOSS, WE MAY DENY YOU FOR ANY NEW PRODUCT OR SERVICE THAT WOULD ALLOW YOU TO OBTAIN FURTHER CREDIT FROM US OR CAUSE US FURTHER LOSS.** We will have no liability for any action we take under this section.

30. DEATH OF ACCOUNT OWNER - We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Even with such knowledge, we may continue to pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten days after the member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

31. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

32. SEVERABILITY - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

33. ENFORCEMENT - You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

34. GOVERNING LAW - This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state, when not superseded by federal law, where your account is located. Here is how we determine where your account is located: if you open your account in person, it is located in the state where you opened it; if you opened your account by mail, Internet or other remote means, and you resided in a state where we had branch offices at that time, it is located in that state, but if you resided anywhere else your account is located in Illinois. Transactions in your account are also subject to applicable clearinghouse and Federal Reserve Rules and regulations, as amended from time to time. If you file any lawsuit or other legal proceeding against us that is connected in any way to your membership, accounts, or services, you agree to do so in an appropriate court in the state where your account is located. If we file any lawsuit or legal proceeding that is connected in any way to your membership, accounts, or services, you consent to jurisdiction and venue in an appropriate court in the state where your account is located. Actions subject to mandatory arbitration, the section entitled Agreement to Mandatory Arbitration governs the process and location of the arbitration proceedings.

35. FRAUDULENT ITEMS - If we believe an item is the subject of fraud we will refuse to pay the item.

36. NEGATIVE INFORMATION NOTICE - We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

37. MONITORING AND RECORDING COMMUNICATIONS - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise prohibited by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

38. CONSENT TO CONTACT - By signing or otherwise authenticating an Account Card, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by any reasonable means. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided to us.

In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.

If you provide us with an email address, we have your permission to send you email messages using an automatic emailing system for commercial or transactional purposes.

39. DENIAL OF ACCESS TO CREDIT UNION FACILITIES - Your access to our facilities may be limited or denied if you engage in threatening, abusive, disruptive, obscene, harassing, or illegal behavior or otherwise injure any person or damage property while on our premises or at any credit union function. We will provide notice to you at your last known address if you have been denied access. If you are denied access and attempt or refuse to leave a facility, you will be deemed a trespasser.

40. ACCOUNT ACCESS DENIAL - If you have a product or service with us and you are in default under the terms of that product or service, we may deny you access to monies in your account(s). Your ability to access your account(s) (e.g., debit card, online access, mobile access, etc.) may be denied as well. In order to regain access to the monies in your account(s) and to your account(s), you may be required to cure any outstanding default(s) or we reasonably believe that risk of loss to us has ceased. This provision is to protect the entire membership of the credit union from incurring loss due your default(s). Accounts containing exempt government benefits (e.g., SSI, veteran benefits, etc.) shall not be denied access to those funds. Non-exempt funds in an account containing exempt government benefits may be denied access to any non-exempt funds. We will have no liability for any action we take under this section.

41. NO WAIVER - If we fail to exercise any right under this agreement, that doesn't mean we waive that right or any other right, and we may still enforce all of our rights in the future.

42. AGREEMENT TO MANDATORY ARBITRATION

CAREFULLY READ EACH AND EVERY PROVISION, "A" THROUGH "N," OF THIS AGREEMENT TO MANDATORY ARBITRATION AS THEY AFFECT IMPORTANT RIGHTS.

A. Except as set forth in Provision G, below, and in the last sentence of this Provision A, and as more fully delineated without limitation in Provision B, below, all disputes, claims, or controversies, whether in contract, tort, or equity, or under a statute, rule, or regulation, which arise out of or relate to this Membership Agreement, including this Agreement to Mandatory Arbitration, to your membership in the Credit Union, or to any account, product, loan, or service you have or have had with the Credit Union, shall be resolved by binding arbitration on an individual basis. Moreover, this Agreement to Mandatory Arbitration shall be construed and interpreted as broadly as legally possible in order to bring within its application, ambit and scope as many disputes, claims, or controversies arising out of or relating to this Membership Agreement, including this Agreement to Mandatory Arbitration, to your membership in the Credit Union, or to any account, product, loan, or service you have or have had with the Credit Union as possible. Furthermore, subject to the Provisions below, any and all doubts shall be resolved in favor of arbitration under this Agreement to Mandatory Arbitration. However, this Agreement to Mandatory Arbitration does not apply to the following: 1) actions seeking relief or remedies in a small claims court concerning any disputes, claims or controversies within that small claims court's jurisdiction, 2) provisional remedies in aid of arbitration from a court of appropriate jurisdiction, 3) mortgage foreclosures, 4) eviction proceedings, 5) actions for recovery of tangible property, e.g., actions for detinue or replevin, 6) wage and other garnishments, 7) actions or proceedings to discover assets, 8) criminal allegations, complaints and proceedings, 9) a consumer credit transaction secured by a dwelling, including a home equity line of credit secured by the consumer's principal dwelling, where the application for such was received by the Credit Union on or after June 1, 2013; and 10) covered members of the armed forces pursuant to 10 U.S.C. § 987(e)(3).

B. SUBJECT TO PROVISIONS C, BELOW, OF THIS AGREEMENT TO MANDATORY ARBITRATION, TO THE ITEMS DELINEATED IN THE FINAL SENTENCE OF PROVISION A, ABOVE, AND TO ANY STATUTORY AND/OR REGULATORY PROHIBITION OR LIMITATION ON THE ARBITRABILITY OR ARBITRATION OF DISPUTES, CLAIMS, OR CONTROVERSIES (FOR EXAMPLE, ITEMS 9 AND 10 OF THE LAST SENTENCE OF PROVISION A, ABOVE), those disputes, claims, or controversies, whether in contract, tort, or equity, or under a statute, rule, or regulation, arising out of or relating to this Membership Agreement, including this Agreement to Mandatory Arbitration, to your membership in the Credit Union, or to any account, product, loan, or service you have or have had with the Credit Union – and so which must be arbitrated in accordance with this Agreement to Mandatory Arbitration – include, but are not limited to, the following:

(1) all disputes, claims, or controversies, whether in contract, tort, or equity, or under a statute, rule, or regulation, concerning or relating to the breach, termination, enforcement, modification, or interpretation of this Membership Agreement, including this Agreement to Mandatory Arbitration, to your membership in the Credit Union, and to any product, loan, or service you have or have had with the Credit Union.

(2) all disputes, claims, or controversies concerning or relating to arbitrability or the arbitrator's authority or jurisdiction under this Agreement to Mandatory Arbitration; to the application or scope of this Agreement to Mandatory Arbitration; and to the determination of which disputes, claims, or controversies, whether in contract, tort, or equity, or under a statute, rule, or regulation, arising out of or relating to this Membership Agreement, including this Agreement to Mandatory Arbitration, to your membership in the Credit Union, or under any account, product, loan, or service you have or have had with the Credit Union, are subject to arbitration under this Agreement to Mandatory Arbitration.

(3) all disputes, claims, or controversies, whether in contract, tort, or equity, or under a statute, rule, or regulation, concerning or relating to the entry into, the making, the existence, the validity, or the procedural and/or substantive unconscionability of this Agreement to Mandatory Arbitration or any provision of it.

(4) all disputes, claims, or controversies arising out of or relating to federal, state, county, city, town, village, or municipal laws, statutes, rules, regulations, ordinances, etc., including, but not limited to, the following:

a) Federal Statutes. The Fair Debt Collections Practices Act, 15 U.S.C. § 1692, et seq.; the Fair Credit Reporting Act, 15 U.S.C. §1681, et seq.; the Truth in Lending Act, 15 U.S.C. § 1601, et seq.; the Real Estate Settlement Practices Act, 12 U.S.C. § 2601 et seq.; the Electronic Funds Transfer Act, 15 U.S.C. §1693, et seq.; the Telephone Consumer Protection Act, 47 U.S.C. § 227; and the Expedited Funds Availability Act, 12 U.S.C. § 4001, et seq.; and any regulations or rules promulgated under any of the foregoing statutes; and

b) State Statutes. Any State's consumer protection statutes, rules or regulations, including, but not limited to, any State's unfair business or trade practices statutes or deceptive business or trade practices statutes, as well as any regulations or rules promulgated under any of them, to the extent such statute, rule, or regulation permits or allows you to bring, file, or commence, or participate as a party in, an action or lawsuit in a court or other judicial forum or tribunal concerning or relating to that statute, rule, or regulation.

(5) ALL DISPUTES, CLAIMS, OR CONTROVERSIES, WHETHER IN CONTRACT, TORT, OR EQUITY, OR UNDER A STATUTE, RULE, OR REGULATION, WHICH ARE BROUGHT, MADE, ASSERTED OR MAINTAINED, OR WHICH MAY OR CAN BE BROUGHT, MADE, ASSERTED OR MAINTAINED, IN OR AS PART OF A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY GENERAL ACTION, OR A SIMILAR COLLECTIVE OR GROUP ACTION OR PROCEEDING.

C. 1. ANY DISPUTE, CLAIM OR CONTROVERSY SUBJECT TO ARBITRATION UNDER THIS AGREEMENT TO MANDATORY ARBITRATION MUST BE BROUGHT, FILED, PROCEED, CONDUCTED, AND CONCLUDED UNDER THE ADMINISTRATION OF JAMS OF CHICAGO, ILLINOIS (SEE PROVISION E) STRICTLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, COLLECTIVE, REPRESENTATIVE, PRIVATE ATTORNEY GENERAL, OR GROUP BASIS.

2. ADDITIONALLY, OTHER THAN THE DISPUTES, CLAIMS, OR CONTROVERSIES SET FORTH IN THE LAST SENTENCE OF PROVISION A, ABOVE, WITH RESPECT TO ANY DISPUTES, CLAIMS OR CONTROVERSIES, WHETHER IN CONTRACT, TORT, OR EQUITY, OR UNDER A STATUTE, RULE, OR REGULATION, ARISING OUT OF OR RELATING TO THIS MEMBERSHIP AGREEMENT, INCLUDING THIS AGREEMENT TO MANDATORY ARBITRATION, TO YOUR MEMBERSHIP IN THE CREDIT UNION, OR TO ANY ACCOUNT, PRODUCT, LOAN, OR SERVICE YOU HAVE OR HAVE HAD WITH THE CREDIT UNION – ALL OF WHICH MUST BE ARBITRATED IN ACCORDANCE WITH THIS AGREEMENT TO MANDATORY ARBITRATION – THE CREDIT UNION AND YOU WAIVE ANY RIGHT TO EITHER A TRIAL BY JURY OR A BENCH TRIAL; ANY RIGHT TO BRING, FILE, OR COMMENCE, OR PARTICIPATE AS A PARTY IN, A CLASS ACTION, A CLASS ARBITRATION, A REPRESENTATIVE ACTION, A REPRESENTATIVE ARBITRATION, A COLLECTIVE ACTION, A COLLECTIVE ARBITRATION, A PRIVATE ATTORNEY GENERAL ACTION, OR SIMILAR COLLECTIVE OR GROUP ACTION OR PROCEEDING; AND ANY OTHER RIGHT TO BRING, FILE, OR COMMENCE, OR PARTICIPATE AS A PARTY IN, ANY ACTION IN COURT, A LAWSUIT, OR OTHER JUDICIAL PROCEEDING.

D. WITH RESPECT TO THE CREDIT UNION'S OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, AGENTS, LOAN SERVICERS, REPOSSESSION AGENTS, DEBT COLLECTORS, COLLECTION ATTORNEYS, CONTRACTORS, AND ITS CONTRACTOR'S SUBCONTRACTORS, if you bring, file, or commence, or participate as a party in, any action, lawsuit, or other judicial proceeding against any, some or all of them concerning a dispute, claim, or controversy, whether in contract, tort, or equity, or under a statute, rule, or regulation, arising out of or relating to this Membership Agreement, including this Agreement to Mandatory Arbitration, to your membership in the Credit Union, or to any account, product, loan, or service you have or have had with the Credit Union, or if you bring, file, or commence, or participate as a party in, a class action, a class arbitration, a representative action, a representative arbitration, a collective action, a collective arbitration, a private attorney general action, or other similar group or collection proceeding, against any, some, or all of them concerning a dispute, claim or controversy whether in contract, tort, or equity, or under a statute, rule, regulation, arising out of or relating to this Membership Agreement, including this Agreement to Mandatory Arbitration, to your membership in the Credit Union, or to any account, product, loan, or service you have or have had with the Credit Union, EACH, SOME, OR ALL OF THEM SHALL HAVE THE UNCONDITIONAL RIGHT TO UTILIZE AND INVOKE THIS AGREEMENT TO MANDATORY ARBITRATION. SAID UNCONDITIONAL RIGHT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVOKE THE MUTUAL WAIVERS IN PROVISION C, ABOVE, AS IF THE WORDS "CREDIT UNION" IN PROVISION C WERE REPLACED, AS THE PARTICULAR SITUATION REQUIRES, WITH WORDS SUCH AS "CREDIT UNION'S OFFICER(S)," "CREDIT UNION'S DIRECTOR(S)," "CREDIT UNION'S EMPLOYEE(S)," "CREDIT UNION'S SUCCESSOR(S)," "CREDIT UNION'S ASSIGN(S)," "CREDIT UNION'S AGENT(S)," "CREDIT UNION'S CONTRACTOR(S)," "CREDIT UNION'S CONTRACTOR'S SUBCONTRACTOR(S)," "CREDIT UNION'S LOAN SERVICER(S)," "CREDIT UNION'S REPOSSESSION AGENT(S)," "CREDIT UNION'S DEBT COLLECTOR(S)," OR "CREDIT UNION'S COLLECTION ATTORNEY(S)."

E. Subject to your right to request an in-person hearing in your home area, the arbitration hearing shall be conducted in Chicago, Illinois, if it is against the Credit Union or its officers, directors or employees. If any of the other persons or entities included in Provision D utilizes or invokes this Agreement to Mandatory Arbitration, the arbitration hearing shall be conducted in your home area unless you and the person or persons, or entity or entities, in question mutually agree to another location. The arbitration hearing may be held telephonically or via video-conference. Any arbitration shall be administered by JAMS of Chicago, Illinois in accordance with the JAMS Streamlined Rules and Procedures, regardless of the amount in controversy; and the JAMS Class Action Procedures shall not apply or be followed in any circumstances for the reasons set forth in Provisions B(5) and C, above, of this Agreement to Mandatory Arbitration. Moreover, to the extent any provisions of this Agreement to Mandatory Arbitration conflict with the JAMS Streamlined Rules and Procedures, the provisions of this Agreement to Mandatory Arbitration shall be binding and control.

F. All discovery and disclosures in the arbitration must be proportional to the amount in controversy. Furthermore, all discovery and disclosures in the arbitration must be limited solely to the production of documents, communications, or information, or the provision of testimony, actually relevant to the specific disputes, claims or controversies concerning your own Membership Agreement, including its Agreement to Mandatory Arbitration, your own membership in the Credit Union, or any account, product, loan, or service you yourself have or have had with the Credit Union; no discovery or disclosure may be requested, and none need be made, of documents, communication, information, or testimony concerning the identity of any other members of the Credit Union, any other member's Membership Agreement, including its Agreement to Mandatory Arbitration, any other member's membership in the Credit Union, or any account, product, loan, or service any other member has or has had with the Credit Union. Depositions, if any, shall be kept to a minimum and shall be permitted only where the arbitrator determines that another method of discovery or disclosure will not suffice; and to take a deposition shall require an order or interim award of the arbitrator issued only upon motion and for good cause shown by the party requesting the deposition. Absent exigent circumstances, depositions shall be conducted telephonically or video-graphically. The party requesting the deposition shall pay all costs relating to it, including but not limited to the cost of transcription, recording, or videography.

G. 1. All proceedings, activities, disclosures, testimony and the like in the arbitration shall be and must remain strictly confidential even after the conclusion of the arbitration. Absent an order of a court having appropriate jurisdiction, or where a party to the arbitration seeks judicial confirmation or vector of the arbitrator's award, it is forbidden to disclose, divulge or utilize outside the arbitration, even after the arbitration has concluded, any of the following: (a) documents, communications, or information disclosed or produced in the course of the arbitration by the other party; (b) communications, written or oral, arising out of or relating to the arbitration; (c) any exhibits or other evidence used in the arbitration; (d) witness testimony or statements, whether written or oral, and any transcripts of witness testimony or statements; (e) statements of the other party, written or oral, made in the course of the arbitration; (f) any submissions to JAMS or the arbitrator made by either party or its counsel, including but not limited to the demand for arbitration, the response to it, briefs, affidavits, declarations, affirmations, etc.; (g) the outcome of the arbitration, the arbitrator's interim awards or orders, and the final award; and (h) settlement negotiations or discussions and settlement agreements. This Provision G.1 shall apply even after the conclusion of the arbitration and shall apply to all involved in the arbitration, including, but not limited to, the following entities or persons: (a) the parties to the arbitration; (b) the parties' attorneys as well as the colleagues, employees or agents of those attorneys; (c) any expert involved in the arbitration, whether testifying or not, as well as the colleagues, employees or agents of that expert, (d) witnesses; and (e) the arbitrator, JAMS, and JAMS personnel.

2. A party to the arbitration may seek against another party, in a court having jurisdiction, injunctive relief in order to prevent, restrict or discontinue a breach or violation of the foregoing Provision G.1. Additionally, a party who breaches or violates Provision G.1 shall pay all damages arising from the breach or violation, shall be subject to sanctions by a court for the breach or violation, and shall pay the reasonable attorneys' fees, costs and expenses

of the party that successfully obtained an injunction preventing, restricting, or discontinuing a breach or violation of Provision G.1 or that successfully sued for a breach or violation of Provision G.1.

3. Persons, other than the parties, the arbitrator, JAMS, and JAMS personnel, who are involved in the arbitration, either directly or indirectly, including but not limited to the parties' attorneys, their attorneys' colleagues, employees, or agents, and any expert involved in the arbitration, whether testifying or not, and such expert's colleagues, employees or agents, shall be required to sign a confidentiality agreement. The confidentiality agreement must be approved in advance by the arbitrator and, once signed, issued as an interim order or interim award of the arbitrator. The confidentiality agreement shall expressly provide for the following: that Provision G.1 of this Agreement of Mandatory Arbitration is binding upon the person who signs the confidentiality agreement; that a party to the arbitration may seek injunctive relief in a court having jurisdiction to prevent, restrict or discontinue a breach or violation of the confidentiality agreement; and that a person who breaches or violates the confidentiality agreement shall pay all damages arising from the breach or violation, shall be subject to sanctions by a court for the breach or violation, and shall pay the reasonable attorneys' fees, costs and expenses of the party that successfully obtained an injunction preventing, restricting, or discontinuing a breach or violation of the confidentiality agreement or which successfully sued for a breach or violation of the confidentiality agreement.

H. In any arbitration pursuant to this Agreement to Mandatory Arbitration, the only fee you must pay JAMS is \$250 (two hundred fifty dollars), and the remaining costs of the arbitration charged by JAMS, including the remainder of the filing fee, the JAMS Case Management Fee(s), and the fees for the services of the arbitrator, shall be paid by the Credit Union and/or the persons or entities referenced in Provision D which invoke or utilize this Agreement to Mandatory Arbitration. If you substantially prevail, then the arbitrator may require the refund of your \$250 filing fee. However, if you commence the arbitration and the arbitrator determines that all disputes, claims, or controversies you brought are meritless, then the arbitrator may require you to reimburse the foregoing costs provided the arbitrator explains in the award why all the claims, disputes or controversies you brought are meritless.

I. The arbitrator is unauthorized and unempowered to allocate or award any attorney's fees to any party to the arbitration unless all parties to the arbitration request attorney's fees in writing or an award or allocation of attorney's fees by the arbitrator is authorized by a controlling statute; and the parties waive any right to recover attorney's fees except where all parties to the arbitration request attorney's fees in writing or an award or allocation of attorney's fees is authorized by a controlling statute. For purposes of this Provision I, a statute which expressly authorizes or empowers a court to award or allocate attorney's fees but does not also expressly authorize or empower an arbitrator to award or allocate attorney's fees does not authorize or empower the arbitrator to award or allocate attorney's fees.

J. The arbitrator is unauthorized and unempowered to award punitive or exemplary damages, and the parties to the arbitration waive any right to recover punitive or exemplary damages.

K. Provided the arbitrator's decisions or awards are consistent with this Membership Agreement, including this Mandatory Agreement to Arbitration, and any terms and conditions involving any account, product, loan, or service you have or have had with the Credit Union which is in dispute or controversy, the arbitrator shall apply applicable federal laws, exclusive of any of their conflict or choice of law rules, federal regulations, and the laws and regulations of the State of Illinois, exclusive of its conflict or choice of law rules, in rendering any decision or award.

L. This Agreement to Mandatory Arbitration is subject to and governed by the U.S. Federal Arbitration Act, 9 U.S.C. § 1, et seq.

M. Judgment upon any interim or final award of the arbitrator may be entered in any court having jurisdiction thereof.

N. If any provision, or any portion, sub-part, sentence, clause, phrase, part of a sentence, or word of any provision, of this Agreement to Mandatory Arbitration is found to be invalid, the remaining provisions, and any remaining portion, sub-part, sentence, clause, phrase, part of a sentence, or word of any provisions, shall be valid or enforceable and will continue in full force and effect.

43. LIMITATION OF TIME TO COMMENCE ACTION – Any action or proceeding by you to enforce any 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 (1) year after the cause of action accrues.