

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.

External Account Transfer Service Terms and Conditions

This External Account Transfer Service Terms and Conditions amends and supplements the Online Access Agreement (collectively, "this agreement"). Except as expressly modified hereby, the Online Access Agreement will remain in full force and effect and applicable to the Service described herein.

Please note that this agreement contains a binding ARBITRATION AND CLASS ACTION WAIVER provision which affects your rights with respect to any claims or disputes by or against United Federal Credit Union. Please closely review the Arbitration and Class Action Waiver section of this agreement. You may opt out by following the specified process within the specified timeframe.

Explanation of Certain Terms

Terms used herein and not otherwise defined are defined as set forth in the Online Access Agreement.

"Cancelled" means funds will neither be processed nor sent for any reason.

"Compatible Mobile Device" means an Android™ or iPhone® phone with a rear-facing camera.

"Completed" means funds have been successfully processed. It does not mean funds have necessarily been made available in your Pay To Account.

"External Account" means an account held by a financial institution other than United Federal Credit Union.

"External Transfer" means an electronic transfer of funds between your account at United Federal Credit Union and an External Account. An External Transfer may be an Inbound Transfer or an Outbound Transfer.

"Inbound Transfer" means an electronic transfer of funds to your account at United Federal Credit Union from an External Account.

"Outbound Transfer" means an electronic transfer of funds from your account at United Federal Credit Union to an External Account.

"Pay From Account" means the account from which funds will be transferred.

"Pay To Account" means the account to which funds will be transferred.

"Service" means our External Account Transfer Service pursuant to which funds may be electronically transferred between an External Account and your account at United Federal Credit Union.

"Transfer Date" means the day that you schedule the External Transfer to be made.

Account Ownership

You agree that you will only register an External Account that you own and is in your name or for which you are an authorized signer with the authority to view account information and effect transactions on such account.

We may verify that you own or are an authorized signer for an External Account. We may require additional verification of your ownership of or authority for any External Account by any reasonable method at any time, including without limitation before or after registering the account and before or after allowing any transfer activity with respect to that account, at our sole discretion.

Account Eligibility

THE SERVICE IS ONLY FOR CONSUMER ACCOUNTS. YOU ARE PROHIBITED FROM USING THIS SERVICE WITH ANY ACCOUNT THAT IS NOT ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

You must be a named owner, named obligor or named authorized signer in our records on your account with us in order to enroll for the Service.

Any account requiring more than one signature for withdrawal, draw or transfer of funds is not eligible for the Service. You agree not to register any account for the Service that requires more than one signature to withdraw, draw, or transfer funds. You agree not to change the account documentation for accounts registered with the Service to require two or more signatures until you have removed access to the account from the Service.

Any type of consumer share account with us, except for IRA accounts, may be eligible to be a Pay To Account or a Pay From Account for an External Transfer subject to any transaction limitations for such account explained in your account agreement with us.

Your External Account must be a checking or savings account in order for you to be able to register the account for the Service. Please note that your External Account may be subject to transaction limitations. Contact the financial institution at which your External Account is held for any transaction limitations imposed on your External Account.

Service Eligibility and Transfer Restrictions

You must first visit our website www.UnitedFCU.com and enroll in online banking and/or download our Mobile App on your Compatible Mobile Device in order to access the Service. You must also have at least one account with us that is eligible for the Service to designate as a Pay From Account and/or a Pay To Account, as applicable. YOU AGREE THAT YOU WILL NOT USE THE SERVICE FOR TRANSFERRING FUNDS INTERNATIONALLY AND AGREE THAT YOU WILL NOT USE THE SERVICE FOR INTERNATIONAL AUTOMATED CLEARING HOUSE TRANSACTIONS, WHICH ARE PROHIBITED UNDER THIS AGREEMENT. You further agree not to use the Service to send or receive money from anyone to whom you are obligated for tax payments, payments made pursuant to court orders, fines, payments to loan sharks, gambling

debts or payments otherwise prohibited by law. We reserve the right to determine your eligibility for any product or service we offer, at our sole discretion.

All External Transfers must be made in U.S. Dollars.

Registering External Accounts

You will need to register each External Account that you wish to use for the Service. YOU AGREE THAT YOU WILL ONLY ATTEMPT TO REGISTER EXTERNAL ACCOUNT(S) FOR WHICH YOU HAVE THE AUTHORITY TO TRANSFER FUNDS. You agree that we may limit the number of External Accounts that you may register for the Service. You agree that you may only register External Accounts held at domestic (U.S.) financial institutions for the Service.

To register an External Account, you must provide us with information about your External Account, including without limitation the account number of your External Account, the routing number of the financial institution at which your External Account is held, and whether your External Account is a checking or savings account. You must also follow any instructions we provide for verification of your External Account, which may include without limitation providing us with Third-Party Login Credentials or the amounts of small, randomly generated deposits sent to your External Account. You understand and agree that we may remove any randomly generated deposits sent to an External Account at any time and without notice to you.

If you want to register an External Account that is a savings account, please contact your financial institution at which the External Account is held for the routing number used for savings accounts, as it may be different than the routing number used for other types of accounts. Also, you will need to verify that your External Account allows Automated Clearing House transactions, as not all accounts may allow Automated Clearing House transactions.

We reserve the right to disallow your use of the Service or registration of an External Account for any reason, including without limitation potential or actual fraud, misuse of the Service, limitations as outlined by the United States Department of the Treasury's Office of Foreign Assets Control (OFAC), or an incomplete registration request.

External Account Information

You agree that it is your responsibility to ensure that you provide us with the correct information for your External Account during the registration process. External Transfers sent to invalid or incorrect account numbers may not be recoverable. If you provide an invalid or incorrect External Account number to us, we are NOT responsible for returning funds that we cannot recover.

You agree not to transfer any funds to or from an External Account when the transaction is not permitted under any rule, regulation, or agreement applicable to your External Account or the financial institution at which your External Account is held. You agree to obtain any and all permissions required by the financial institution at which your External Account is held prior to transferring funds to or from an External Account.

Transfer Types and Processing External Transfers

You may use the Service to conduct Inbound Transfers and Outbound Transfers. An Inbound Transfer moves funds into an account with us from an account outside United Federal Credit Union. An Outbound Transfer moves funds from an account with us to an account outside United Federal Credit Union. At least one account for each External Transfer must be an account with us that is eligible for the Service and designated as a Pay From Account or a Pay To Account.

To create an External Transfer, you must provide us with the Pay From Account, the Pay To Account, the Transfer Date, and the amount of funds you would like to transfer between the Pay From Account and the Pay To Account. You must approve each External Transfer you create prior to the Cut-Off Time on the Transfer Date or your External Transfer will not be processed. You authorize us to charge your designated Pay From Account for each External Transfer that is approved.

You agree to have sufficient available funds in your Pay From Account on the Transfer Date to cover each External Transfer you make and any fees that might be associated with such transfer until the transfer is Completed or Cancelled. We will not be obligated to make any transfer you may request unless there are sufficient available funds in your Pay From Account on the Transfer Date until the transfer is Completed or Cancelled. Please see the section below entitled "Transfers Involving Insufficient Funds" for more information.

Inbound Transfers are sent to the financial institution at which your External Account is held after the Cut-Off Time on the Transfer Date for processing and are subject to the processing times of the financial institution holding the External Account. Please allow four (4) to five (5) Business Days after the Transfer Date for the transfer to be Completed and the funds to be made available in your Pay To Account with us.

Outbound Transfers will be deducted from the Pay From Account held by us on the Transfer Date. Please consult the financial institution at which your External Account is held for details on when the transfer will be Completed and the transferred funds made available in your External Account.

If you use the Service to make an External Transfer from or to an account with transaction limitations, such as a money market account or a savings account, the External Transfer may be a restricted transfer subject to certain limitations. Please refer to the account agreement applicable to your account(s) for further details.

When External Transfers are Made

External Transfers are not Completed at the time we receive your instructions. You must also approve each External Transfer prior to the Cut-Off Time on the Transfer Date for such transfer to be made and Completed. An External Transfer that has not been approved as of the Cut-Off Time on the Transfer Date will NOT be processed and will NOT be Completed.

If the Transfer Date is a Business Day, an External Transfer is considered made as of the Cut-Off Time on the Transfer Date of each approved transfer.

If the Transfer Date is not a Business Day, an External Transfer is considered made on the next Business Day after the Transfer Date of each approved transfer.

We will begin to process the External Transfer after the Cut-Off Time on the scheduled Transfer Date. Please allow three (3) to four (4) Business Days for processing to be Completed. The availability of funds transferred through the Service may also be subject to additional delay due to the processing times of the financial institution at which the External Account is held.

Information you obtain about your accounts using an online service may not reflect External Transfers that have not yet been processed and Completed. You should keep this in mind when you perform or attempt to perform any transactions on the basis of such information.

Cut-Off Time

The Cut-Off Time is 3:00 PM EST.

The Cut-Off Time is determined by the time displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer. For this reason, we suggest that you provide any External Transfer information or approvals to us sufficiently in advance of any Cut-Off Time to eliminate the possibility of missing the cutoff.

Modifying or Cancelling Transfers

External Transfers may be modified or cancelled prior to the Cut-Off Time on the Transfer Date. To modify or cancel an External Transfer, you may access the appropriate function within the Service prior to the Cut-Off Time on the Transfer Date, and either modify or cancel it accordingly.

After the Cut-Off Time on the Transfer Date, an External Transfer that has been approved is submitted to us and our service provider(s) for processing and we will not have sufficient time to respond to any modification or cancellation requests.

Preauthorized Recurring Fund Transfers

To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

Limits on External Transfers

We reserve the right to limit or suspend access to the Service as we deem necessary for security reasons.

For security reasons, we limit the number and dollar amount of transactions you can make using the Service. Transfer limits are limits on the aggregate number of daily and monthly transactions you can make as well as limits on the aggregate dollar amount of daily and monthly transactions you can make.

Transfer limits apply to the total number and dollar amount of External Transfers on all accounts with us, regardless of which accounts you use to make an External Transfer. Each External Transfer will count toward the limit for the day and month in which such transfer is made.

We may change your transfer limits at any time. Any decrease in your transfer limits may be subject to notice, as required by applicable law, but you agree that we may cancel your access to the Service or reduce your limits on the number or amount of transactions you can make using the Service, without prior notice, upon the occurrence of any one of the following events:

- Any of your accounts with us are not current or are not in good standing.
- You have had an overdraft or an item returned for insufficient funds with respect to any account with us during the current or three prior calendar months.
- You have had any prior transfer to or from an External Account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

Electronic Fund Transfer Limitations on Certain Accounts

Not all types of accounts may be eligible for electronic fund transfers. You may be subject to penalties, fees, or other charges by the financial institution at which your External Account is held. You may suffer negative tax consequences for certain transactions involving retirement, savings, trust, loan, custodial, business and other types of accounts. It is your responsibility to consult with the financial institution at which your External Account is held for any restrictions imposed by that financial institution regarding transfers to or from an External Account. We are not responsible for indirect, incidental, special or consequential costs, fees, losses, penalties, or other damages resulting from External Transfers that are not permitted under restrictions of other financial institutions or imposed by any applicable law.

Consent to Contact You via Mobile Phone

You agree that we or our authorized agent may contact you via any wireless device used to access the Service, including your Compatible Mobile Device, for any purpose concerning your accounts with us, including but not limited to account servicing and collection purposes. Your consent applies to any mobile device or mobile phone that you use to access the Service and any telephone number you have provided to us or we have obtained. You understand and agree that your consent authorizes us or our authorized agent to contact you using autodialed or prerecorded calls and text messages.

Fees

We may charge a fee for using the Service, as disclosed within the Service or on our applicable fee schedule in effect at the time of such use. You agree to pay such fees for the Service, and you authorize

us to debit the amount of any applicable fees from any account you maintain with us. We reserve the right to charge or change a fee for the Service at any time. We will comply with any notice requirements under applicable law for such changes.

You acknowledge that wireless providers may impose fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions.

Statements

Your External Transfers will be included on the periodic statements we issue to you for your accounts with us. You must promptly examine your account statement. You should also review the statement for your External Account that is provided by your financial institution at which your External Account is held.

You agree to notify us promptly if you change your mailing address, your e-mail address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

Your Liability for Authorized Transfers

YOU ARE LIABLE FOR ALL EXTERNAL TRANSFERS THAT YOU MAKE OR AUTHORIZE, EVEN IF THE PERSON YOU AUTHORIZE EXCEEDS YOUR AUTHORITY. If you permit other persons to use the Service and/or your Security Procedures, you are responsible for any transactions they authorize from your accounts. You represent to us that anyone else using your Security Procedures has general authority from you to give us instructions to perform transactions using the Service. If you have given someone your Security Procedures and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change the Security Procedures or take additional steps to prevent further access by such person.

Notify us IMMEDIATELY of Unauthorized Transfers

Tell us AT ONCE if you believe your Security Procedures have been lost, stolen, otherwise compromised or used without your authorization or if you believe someone has transferred or may transfer money from your account without your permission. Quickly telephoning us is the best way of reducing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit).

Call us at (888) 982-1400 or write to us at:

United Federal Credit Union
PO Box 125
St. Joseph, MI 49085

If we provide you with another electronic means of notifying us for this specific purpose, you may use that means. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose.

You should also notify the financial institution holding your External Account and refer to your applicable account agreement for terms and conditions regarding your liability for unauthorized transactions or other errors or questions relating to those External Accounts.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you learn of the loss or theft of your Security Procedures involving a Consumer Account, you can lose no more than \$50.00 if someone used your Security Procedures without your authority.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of Security Procedures, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00.

Also, TELL US AT ONCE if your statement for a Consumer Account shows transfers covered by this agreement that you did not make or authorize. If you do not tell us within sixty (60) days after the statement was made available to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

In Case of Errors or Questions About Your Electronic Transfers

Call us at (888) 982-1400 or write to us at:

United Federal Credit Union
PO Box 125
St. Joseph, MI 49085

as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or 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 you to send us your complaint or question in writing so that we receive it within ten (10) Business Days.

We will determine whether an error occurred within ten (10) 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 (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (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 (10) Business Days, we are not required to provisionally credit your account.

For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to provisionally credit your account for the amount you think is in error. Your account is considered a new account for the first thirty (30) days after the first deposit is made, unless you already had an established account with us before this account was opened.

When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Transfers Involving Insufficient Funds

If you instruct us to make an External Transfer and you do not have a sufficient available balance in your Pay From Account to cover such transfer until the transfer is Completed or Cancelled, we are NOT obligated to transfer funds in accordance with your instructions. We may, at our sole discretion:

- honor the funds transfer under the terms of any overdraft protection plan you have established;
- honor the funds transfer and create an overdraft in your account, and we may exercise any right to repayment under any agreement you have with us;
- refuse to Complete the transaction, even if there are sufficient available funds in accounts with us other than your Pay From Account; or
- cancel any and all current or future External Transfers to any and all External Accounts.

If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient available funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize. If we do not make a transfer, or if we reverse a transfer, because of insufficient available funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed.

You may be liable for fees, including without limitation a non-sufficient funds fee, under the terms governing the account from which you made, or attempted to make, the transfer.

Your obligations under this paragraph will survive termination of this agreement.

Furnishing Negative Information

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

Additional Security Procedures

To prevent unauthorized usage of the Service, you agree to ensure the security of the System, including without limitation any Compatible Mobile Device(s), you own or use to access the Service. Securing these devices includes without limitation installing operating system patches, antivirus software, firewall and malware detection as applicable, keeping the security software current, and securing the physical device from theft or unauthorized use. You agree to provide additional information regarding your security measures upon request.

You agree to comply with all of our present and future Security Procedures for the Service covered by this agreement. This includes, but is not limited to, protection of passwords and other personal information. If you permit any other person or entity to use the Service or to access or use your Security Procedures or other means to access your account(s), you are responsible for any transactions and activities performed on your account(s) and for any use of your personal and account information by such person or entity. If you believe someone may attempt to use your Security Procedures or other means to access your account(s) without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-888-982-1400. We may at our option change the parameters for the Security Procedures without prior notice to you.

You agree that our current Security Procedures are commercially reasonable. We may advise you of changes to the Security Procedures to the extent they affect your use of the Service, but failure to do so will not affect your obligations or our rights. You agree to give all of our Security Procedures the highest level of confidentiality and to ensure that no Security Procedures are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any Security Procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither will we be liable to you for the failure of such Security Procedure to detect such errors, regardless of the manner in which we apply such Security Procedures.

Disclaimer of Warranties

Our representations, warranties, obligations, and liabilities and your rights and remedies set forth in this agreement are exclusive. The Service is provided by us and our Providers "**AS IS**" and "**WHERE IS**" and on an "**AS AVAILABLE**" basis. We disclaim all warranties of any kind as to use of the Service, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. We make no warranty that (i) the Service will be uninterrupted, timely, secure or error free; (ii) the Service will meet your requirements; (iii) the results that may be obtained from the Service will be accurate or reliable; or (iv) any errors in the Service or technology will be corrected.

Limitation of Liability

UNLESS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES, DAMAGES, OR LIABILITIES ARISING FROM OR RELATED TO USE OF THE SERVICE. We are not liable for any loss or damages resulting from any failure of your Compatible Mobile Device or other System component. We are not responsible for any electronic virus that you may encounter. Our liability for errors or omissions with respect to the data transmitted or printed by us will be limited to correcting the errors or omissions.

Choice of Law and Severability

External Transfers and the transmission and issuance of data related to such transfers will be received pursuant to the terms of this agreement and the rules of the National Automated Clearing House Association ("Rules") and you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to your account(s) with us or your External Account will be provisional until such credit has been finally settled by us or the financial institution at which the External Account is held, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for an External Transfer for any reason, we will charge back the amount of such transfer to the Pay To Account or Pay From Account (as applicable) or any other of your accounts or claim a refund from you.

Regardless of where you live, work, register an External Account, make an External Transfer, or otherwise access or utilize the Service, this agreement is governed by the federal law of the United States of America and the internal law of the State of Michigan, except to the extent that this agreement can and does vary such laws and rules. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law and in a manner that comes closest to expressing the intent of such unenforceable term. The remaining terms and the application of the challenged term to persons or circumstances other than those as to which it is declared invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

ARBITRATION AND CLASS ACTION WAIVER RULES

Please review this provision carefully: It affects your legal rights. Arbitration of a dispute will result in the loss of any right to participate in a class action lawsuit related to the claim arbitrated.

1. Notice of Dispute Required. Before making any claim for damages against us in court or arbitration as provided for under this agreement, you agree to first send us written notice of your claim or dispute. Your notice should be sent to the following address:

UNITED FEDERAL CREDIT UNION
ATTN: LEGAL DISPUTE PROCESSING
P.O. BOX 125
ST. JOSEPH, MI 49085

Your notice to us should include the following:

- (1) Your name and account number (if any).

- (2) Describe your claim or dispute, and explain as clearly as you can why you believe you are entitled to damages.
- (3) Tell us the dollar amount of your alleged damages.
- (4) Tell us your desired resolution to your claim or dispute.

You agree we have thirty (30) days from the date we actually receive your notice to review your claim or dispute, during which time each of us agrees to make a good faith effort to resolve such claim or dispute. This thirty (30) day period will apply to each claim or dispute you notify us of. If your claim or dispute is not resolved to your satisfaction after thirty (30) days, you may make your claim in arbitration (subject to exclusions), as provided below.

2. Arbitration Procedures.

A. Electing Arbitration. Except if you opt out as provided below, you or we may elect to arbitrate any claim or dispute between you and us arising from or related in any way to this agreement or any account, product, or service you have or have had with us. This arbitration provision applies regardless of whether the claim or dispute is based in contract, tort, or otherwise. If arbitration is elected, any claim or dispute will be resolved by individual (not class-wide) binding arbitration instead of a lawsuit or other resolution in court. This arbitration provision does not apply to any individual action brought in small claims court (or your state court equivalent). Any arbitration hearing will be within 50 miles of your residence at the time the arbitration is commenced, unless otherwise mutually agreed.

B. Arbitration Costs. We will reimburse the amount of filing, case management, administration, and arbitrator fees you are required to pay. Notwithstanding the foregoing, we will not reimburse you for any fees if the arbitrator determines that your claim or dispute was frivolous or baseless. Each party will be responsible for its own fees, including attorneys' fees in any arbitration, except that the arbitrator is permitted to award attorneys' fees to the prevailing party under applicable law or agreement.

C. Arbitrator and Arbitration Rules. The party electing arbitration must choose between one of two organizations: the American Arbitration Association ("AAA"); or Judicial Arbitration and Mediation Services ("JAMS"). The rules and codes of procedure of the chosen organization in effect when arbitration is elected will apply. Arbitration will be conducted by a single, neutral arbitrator. The arbitrator is bound by the terms of this agreement and will be a retired judge or attorney with experience in financial institutions.

D. Effect of Arbitration Award. The arbitrator's decision and award will be final and binding on all parties, except for any right to appeal provided by the Federal Arbitration Act, and may be entered in any court, state or federal, having jurisdiction. Any relief available in a court of law can be awarded by the arbitrators.

3. Federal Arbitration Act. This agreement is considered a transaction in interstate commerce. As such, the Federal Arbitration Act (Title 9 of the US Code) governs the interpretation and enforcement of this arbitration provision. Any issue concerning the validity or enforcement of this arbitration provision, or whether it applies to any specific claim or dispute will be determined by the arbitrator.

4. CLASS ACTION WAIVER. Unless prohibited by applicable law, arbitration will be solely brought in your individual capacity and be solely between you and us. Neither you nor we have the right to

participate in a class action in court or arbitration, either as a class representative or class member. No arbitration between you and us may be joined or consolidated with any other arbitration. Under no circumstances shall there be any class action in arbitration. You and United Federal Credit Union acknowledge the Class Action Waiver is material and essential to the arbitration of any claims or disputes and is non-severable from this arbitration provision. If the Class Action Waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.

5. General.

A. Severability; Survival. Except as provided in the Class Action Waiver above, if any term of this arbitration provision is found unenforceable for any reason, it shall be severed and the remaining terms shall be enforced without regard to the invalid or unenforceable provisions. This arbitration provision shall survive termination of the agreement.

B. Available Relief. This arbitration provision does not preclude you from informing any federal, state or local agency or entity of your dispute. Such agency or entity may be able to seek relief on your behalf. Nothing in this arbitration provision limits your or our right, whether before, during or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off, or repossession and sale of collateral, or to obtain injunctive relief or interpleader relief. The exercise of these rights will not constitute a waiver of the right to submit any dispute to arbitration.

C. Exclusion. To remove any doubt, this arbitration provision does not apply to: (i) any consumer credit transaction secured by a dwelling (including a home equity line of credit secured by your principal dwelling); or (ii) to any consumer credit obtained while you were a covered borrower as defined by the Military Lending Act.

6. RIGHT TO OPT OUT. YOU MAY OPT OUT OF THIS ARBITRATION AND THE CLASS ACTION WAIVER PROVISION BY SENDING A WRITTEN REQUEST TO US AT UNITED FEDERAL CREDIT UNION, ATTN: OPERATIONS, P.O. BOX 125, ST. JOSEPH, MI 49085. YOUR WRITTEN NOTICE MUST INCLUDE YOUR NAME, ADDRESS, ACCOUNT NUMBER, AND INDICATE YOUR CHOICE TO OPT OUT OF THIS ARBITRATION AND CLASS ACTION WAIVER PROVISION. NOTICE MUST BE RECEIVED WITHIN SIXTY (60) DAYS AFTER THIS AGREEMENT WAS DELIVERED OR OTHERWISE MADE AVAILABLE TO YOU. IF YOU FAIL TO OPT OUT WITHIN THIS SIXTY (60) DAY PERIOD, YOU WILL BE DEEMED TO HAVE PROVIDED YOUR CONSENT TO THE RESOLUTION OF CLAIMS OR DISPUTES THROUGH BINDING ARBITRATION. OPTING OUT OF ARBITRATION WILL NOT TERMINATE OR EFFECT ANY OTHER RIGHTS YOU OR WE HAVE UNDER THIS AGREEMENT. IF YOU OPT OUT, YOU MUST OPT OUT OF ALL TERMS OF THIS ARBITRATION AND CLASS ACTION WAIVER PROVISION. YOU MAY NOT OPT OUT OF ONLY CERTAIN TERMS.

Signatures

You agree to all of the provisions of this agreement by any and all of the following means:

- Using the Service.

- Physically or electronically signing this agreement.
- Causing your agent to physically or electronically sign this agreement.
- Entering into, consenting to, or otherwise accepting this agreement electronically.

Your electronic consent or use of the Service has the same effect as if you or your authorized agent had signed this agreement with your physical signature.

Your physical signature, electronic consent, or use of the Service is also your acknowledgement that you have received a copy of this agreement. If you would like to have a paper copy of this agreement, please call us at (888) 982-1400 or write to us at:

United Federal Credit Union
PO Box 125
St. Joseph, MI 49085

Unauthorized use of the Service is strictly prohibited.