



ACCOUNT TERMS AND CONDITIONS

These terms and conditions cover your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this document.

When you sign your signature card, open an account through the Credit Union's online application and authentication process or maintain an account with MyUSA, you are each agreeing to the terms and conditions in this document, as well as the Funds Availability, Truth-in-Savings, Electronic Funds Transfer and Privacy Disclosures as well as the Credit Union's Code of Regulations (Bylaws), policies, and any amendments made from time to time.

These Account Terms and Conditions contain an Arbitration Provision which provides that you or the Credit Union may elect to have all disputes resolved by BINDING ARBITRATION INSTEAD OF IN COURT (except for matters that may be taken to Small Claims Court). Additionally, YOU MAY NOT PARTICIPATE AS A CLASS REPRESENTATIVE OR MEMBER IN ARBITRATION OR IN ANY OTHER CONSOLIDATED PROCEEDING. Please fully read the below Section titled "BINDING ARBITRATION AND CLASS ACTION WAIVER" for more information, including your ability to OPT-OUT of the Arbitration Provision.

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.

Membership Eligibility – To join the Credit Union, you must meet the membership requirements, including the purchase and maintenance of a \$5.00 (par value) Main Share Account. You authorize us to check your account, credit and employment history and to obtain credit reports as the Credit Union considers appropriate in order to assist in determining your initial and ongoing eligibility for your accounts and/or in connection with making future credit opportunities available to you.

- *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 account funds pass on to the account owner's estate or Payable on Death (POD) beneficiary, subject to applicable law.
- *Joint with Right of Survivorship* – A joint with right of survivorship account is an account owned by two or more persons who agree to jointly own the funds in designated accounts. All joint owners agree with each other and the Credit Union that all money deposited by any joint owner into an account shall be owned by all joint owners equally. If an account owner dies, the account funds will pass to the surviving account owner(s).
- *Payable on Death (POD) Designation* – A Payable on Death (POD) designation can be made on an individual or joint account so that when the last account owner dies, the funds are payable to all surviving POD beneficiaries.

Account Rates and Fees – The Credit Union pays account dividends and assesses fees to your account as set forth in the Truth-in-Savings Disclosures and Schedule of Fees and Charges, both of which may be changed at any time with notification provided as required by law.

Transaction Limitations – The Credit Union 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 the Credit Union's Funds Availability Disclosure. The Credit Union 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 the Credit Union, in accordance with the Credit Union's overdraft payment policy.

The Credit Union 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 the Credit Union; 4) required documentation has not been presented; or 5) you fail to repay a Credit Union loan on time. The Credit Union may require you to give written notice of 7 to 60 days before any intended withdrawals.

Fund Transfers – The Electronic Fund Transfers that are subject to Article 4A of the Uniform Commercial Code 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. You may initiate or receive credits or debits to your account through wire or Automated Clearing House (ACH) transfer. You agree that if you received funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your statement. The Credit Union may provisionally credit your account for an ACH transfer before receiving final settlement. The Credit Union may reverse the provisional credit or you will refund the Credit Union the amount if the Credit Union does not receive final settlement. When you initiate a wire transfer, you must provide the Credit Union with the name and address of the recipient as well as the name of the financial institution and the account or other identifying number. The Credit Union (and other institutions) may rely on the account number or other identifying number as the proper identification even if it identifies a different party or institution. A written agreement will be required for all wires processed over the telephone. Identification will be required for wire transfers requested in person.

Overdrafts –

a. Payment of Overdrafts. If, on any day, the available balance in your share or deposit account is not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, the Credit Union may return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. The Credit Union does not have to notify you if your account does not have a sufficient available balance in order to pay an item. Your account may be subject to a fee for each item regardless of whether the Credit Union pays or returns the item. The Credit Union 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.

If the Credit Union offers standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) and ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize the Credit Union to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. Services and fees for these transactions are shown in the document the Credit Union uses to capture your affirmative consent and the Schedule of Fees and Charges.

Except as otherwise agreed in writing, if the Credit Union exercises its right to use its discretion to pay such items that result in an insufficiency of funds in your account, the Credit Union does not agree to pay them in the future and may discontinue coverage at any time without notice. If the Credit Union pays these items or imposes a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by the Credit Union, in accordance with our standard overdraft services or any other service you may have authorized

with the Credit Union or, if you do not have such protections with us, in accordance with any overdraft payment policy the Credit Union has, as applicable.

- **Courtesy Pay.** If the Credit Union has approved you for courtesy pay, at our discretion, we may agree to honor a check, transfer or other transaction, which creates an overdraft; however, the honoring of one or more items does not guarantee the honoring of future overdrafts that may occur. The Credit Union may discontinue paying overdrafts without notice. You agree to promptly deposit funds to cover the overdraft and any service fees upon notice of the overdraft, and to reimburse us for any costs incurred by the Credit Union in collecting the overdraft from you, including without limitation: attorney fees, costs of litigation, and other costs to the extent allowable by law.
- **Types of Overdraft Options.** We offer other ways of covering your overdrafts that may be less expensive than Courtesy Pay:
 - Transfer from savings to checking or between accounts (limitations may apply)
 - Transfer from your line of credit loan to your checking

Consult with our current fees schedule to compare your options.

b. How Transactions are Posted to Your Account. Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

Credits. Deposits are generally added to your account when the Credit Union receives them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure for details regarding the timing and availability of funds from deposits.

Debits. There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and the Credit Union is not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. The Credit Union receives data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments in the order contained in the data file.
- **ACH Payments.** The Credit Union receives data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted at the end of day in order of receipt.
- **PIN-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.
- **Signature-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. The “authorization hold” will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction

is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received.

The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. The Credit Union cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

This is a general description of certain types of transactions. These practices may change, and the Credit Union reserves the right to pay items in any order we choose as permitted by law.

c. Understanding Your Account Balance. Your checking account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. The Credit Union uses your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at www.myusacu.com, at an ATM, by visiting a credit union branch or by calling us at 800.633.8905.

Credit Union Liability – If the Credit Union does not complete a transaction according to this disclosure, the Credit Union will be liable for your losses and damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if, for example: 1) your account contains an insufficient available balance for the transaction; 2) circumstances beyond the Credit Union's control prevent the transaction; 3) your loss is caused by your or another financial institution's negligence; or 4) your account funds are subject to legal process or other claim. The Credit Union will not be liable for consequential damages, except liability for wrongful dishonor. The Credit Union is not responsible for a check or draft that is paid by us if the Credit Union acted in a commercially reasonable manner and exercised ordinary care. The Credit Union exercises ordinary care if our actions or nonactions are consistent with applicable state law. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and terms of this Disclosure. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

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. If you pledge a specific dollar amount in your account(s) for a loan, the Credit Union 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 that the Credit Union has the right to offset funds in any of your accounts against the obligation owed to us.

Your pledge and our statutory lien rights will allow the Credit Union to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If the Credit Union does not apply or offset the funds in your account(s) to satisfy your obligation, the Credit Union 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 security. By the Credit Union not enforcing its right to apply or offset funds in your account(s) to your obligations that are in default, the Credit Union does not waive its right to enforce these rights at a later time.

Account Information – Upon request, the Credit Union will give you the name and address of each agency from which credit reports regarding your account are obtained. The Credit Union agrees to not 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.

Name or Address Changes – You are responsible for notifying the Credit Union of any name 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. The Credit Union may require all the name and address changes to be provided in writing.

Electronic Notices – If you have agreed to receive notices electronically, the Credit Union may send you notices electronically and discontinue mailing paper notices to you until you notify the Credit Union that you wish to reinstate receiving paper notices.

Periodic Statements – 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 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 the Credit Union 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 are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us.

Inactive Accounts – As allowed by applicable law, the Credit Union 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 the Schedule of Fees and Charges. You authorize the Credit Union to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, the Credit Union reserves 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 the Credit Union has had no other sufficient contact with you within the period specific 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, the Credit Union has no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

Termination of Account – The Credit Union 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 the funds in the account; 4) any checks or drafts are lost or stolen; 5) there are excessive returned unpaid items not covered by an overdraft protection plan; 6) there has been any misrepresentation or any other abuse of your accounts; 7) the Credit Union reasonably deems it necessary to prevent a loss to the Credit Union; or 8) as otherwise permitted by law. You may terminate an individual account by giving written notice. The Credit Union reserves the right to require consent of all owners to terminate a joint account. The Credit

Union is 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.

Termination of Membership; Limitation of Services – You may terminate your membership by giving the Credit Union 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. The Credit Union may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy the Credit Union has adopted regarding restricted services; or as otherwise permitted by law.

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. The Credit Union may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

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.

Binding Arbitration and Waiver of Class Action –

- a. **RESOLUTION OF DISPUTES BY ARBITRATION: PLEASE READ THIS BINDING ARBITRATION AND WAIVER OF CLASS ACTION (“ARBITRATION PROVISION”) CAREFULLY. THIS ARBITRATION PROVISION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.**

This Arbitration Provision shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the claims and disputes at issue.

- b. **Agreement to Arbitrate Disputes.** Either You or We may elect, without the other’s consent, to require that any dispute between us concerning Your Accounts and the services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below.
- c. **Claims Covered by Arbitration.** This Arbitration Provision applies to any claim, cause of action, proceeding, or any other dispute between you, on the one hand, and us, our respective parents, subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs and/or successors, and assigns, on the other hand, including all questions of law or fact related thereto (each a “Claim” and together as the “Claims”). Claims covered under this Arbitration Provision include, but are not limited to, claims or disputes arising out of or relating to: a) your Account(s), b) transactions involving your Account(s), c) any related service with us, d) this Agreement or any prior or later versions of this Agreement as well as any changes to the terms of this Agreement, e) any aspect of any relationship between us that is governed by this Agreement, whether based in contract, tort, statute, regulation, or any other legal theory, and f) the construction, scope, applicability, or enforceability of this Arbitration Provision. Claims include Claims that arose before we entered into these Terms and Conditions and after termination of these Terms and Conditions.
- d. **Claims Not Covered by Arbitration.** An exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court’s jurisdiction and

proceeds on an individual basis. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this Resolution of Disputes by Arbitration Provision.

- e. **Commencing Arbitration.** Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association (“AAA”) or JAMS. For AAA, the arbitration will be conducted in accordance with the AAA Consumer Due Process Protocol in concert with the AAA Consumer Arbitration Rules. AAA’s Rules may be obtained from www.adr.org or 1-800-778-7879 (toll-free). For JAMS, the arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS’ Consumer Minimum Standards, except as modified by this Agreement. JAMS’ Class Action Procedures shall not apply. JAMS’ rules may be obtained from www.jamsadr.com or 1-800-352-5267 (toll free). If the chosen arbitration forum is for any reason unable to serve, then the parties may agree to a comparable substitute organization. If the parties are unable to agree, then a court of competent jurisdiction shall appoint a substitute organization.
- f. **Arbitration Procedure.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the AAA’s or JAMS’ rules, as applicable. The arbitrator must be a member of the state bar where the arbitration is held and must have experience in the types of financial transactions at issue in the Claims. If there is a conflict between a particular provision of the AAA or JAMS Rules and this Arbitration Provision and/or these Terms and Conditions, this Arbitration Provision and these Terms and Conditions will control. If all Claims are for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in person hearing in accordance with AAA’s or JAMS’ rules.

You understand and agree that any arbitration of a Claim shall be held in Warren County, Ohio, unless you and the Credit Union agree to hold the arbitration in another location. Any claims and defenses that can be asserted in court can be asserted in arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of injunctive relief that could be awarded by a court. Discovery shall be available for non-privileged information to the fullest extent permitted under the applicable AAA or JAMS Rules. The Arbitrator’s award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator’s award is not subject to review by the court, and it cannot be appealed. The allocation of fees and expenses shall be determined by the rules or procedures of AAA or JAMS, as applicable. Unless required by applicable law, each party shall pay their own attorney, expert, and witness fees. This rule applies no matter which party wins the arbitration. Any determination as to whether this Arbitration Provision is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

- g. **No Class Action or Joinder of Parties.** YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

h. Right to Resort to Provisional Remedies Preserved. Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

i. Right to Opt-Out. You have the right to reject and opt out of this Arbitration Provision if you notify the Credit Union in writing within 30 days of the date the notice of this Arbitration Provision being added to the Membership Agreement was placed in the mail to the address you provided, transmitted to you electronically if you have opted-in to receive electronic disclosures, or first being offered any copy of our Membership Agreement with an Arbitration Provision in it, whichever is sooner. Your opt-out will not be effective and you will be deemed to have consented and agreed to the Arbitration Agreement unless your notice of intent to opt out is received by the credit union in writing at MyUSA Credit Union, Attn: Legal Department, 3600 Towne Boulevard, Middletown, OH 45005, within such 30-day time period. Your notice of intent to opt out must be in writing; it must contain Your name as used on your account(s), address, account number(s) and signature and state the following: "I elect to opt out of the Arbitration Agreement," or any words to that effect. FOR MORE DETAILS or if you have questions, you may call us or visit a branch.

Otherwise, this Arbitration Provision will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

j. Effective Date. This Arbitration Provision is effective upon the 31st day after we provide it to you ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision above. If you receive your account statements by mail, then the Arbitration Provision was provided to you when it was mailed. If you receive your account statements and disclosures electronically, then it was provided to you when you were sent notice electronically.

k. Severability, Survival. This Arbitration Provision shall survive (a) termination or changes to Your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remainder of this Arbitration Provision shall remain in force. No portion of this Arbitration Provision may be amended, severed, or waived absent a written agreement between You and Us.