

## NOTICE OF CHANGE IN TERMS

We've updated our MyUSA Credit Union Account Terms and Conditions effective July 1, 2025. The updated Account Terms and Conditions adds the enclosed Binding Arbitration and Class Action Waiver which we encourage you to read carefully. This provision applies to all of your accounts and services at MyUSA Credit Union.

Please review the terms carefully as they contain important rights, including your right to opt-out. We have added this provision to the Terms and Conditions in order to fulfill our mission to provide high quality and cost-effective services to all members. The Binding Arbitration and Class Action Waiver provisions provide that you may opt out of it by notifying us within 30 days after our issuance of this notice.

**PLEASE READ THE INFORMATION BELOW CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED IN RECOGNITION OF THE FACT THAT CREDIT UNIONS ARE OWNED BY THEIR MEMBERS.**

### **IMPORTANT INFORMATION ABOUT CHANGES TO THE MYUSA ACCOUNT TERMS AND CONDITIONS.**

Section titled **Binding Arbitration and Waiver of Class Action** is hereby added to MyUSA Credit Union's Terms and Conditions as follows:

#### **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](http://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](http://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 use the laws of the State of Ohio, pursuant to these MyUSA Terms and Conditions. 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.