



BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL PRODUCTS AND SERVICES RELATED TO THOSE ACCOUNTS AND ANY OTHER AGREEMENTS BETWEEN US. THIS SECTION PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BETWEEN US BE RESOLVED BY BINDING ARBITRATION. ARBITRATION FORECLOSES THE RIGHT TO GO TO COURT AND REPLACES THE RIGHT TO A JURY TRIAL. DISPUTES WILL BE SUBMITTED TO AND DECIDED BY A NEUTRAL PARTY INSTEAD OF A JUDGE OR JURY. THIS PROVISION ALSO PROVIDES THAT ARBITRATION REPLACES THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. PROCEDURES GOVERNING ARBITRATION DIFFER FROM RULES OF COURT AND MAY PROVIDE FOR A MORE LIMITED PROCEEDING THAN IF A DISPUTE WAS HEARD BY A COURT.

YOU AGREE AND ACCEPT THAT THIS "BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER" WILL TAKE FIRST PRIORITY AND PRECEDENCE OVER ANY OTHER REFERENCES TO ARBITRATION IN ANY OTHER AGREEMENTS OF ANY KIND BETWEEN YOU AND US. IN THE EVENT OF ANY DISPUTE OR CONFLICTS BETWEEN ARBITRATION PROVISIONS, THE TERMS OF THIS "BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER" WILL BE CONTROLLING AND IS HEREBY INCORPORATED INTO ANY OTHER AGREEMENT BETWEEN YOU AND US.

Agreement to Arbitrate Disputes

This arbitration provision is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the "FAA").

Pursuant to this arbitration provision, and by mutual agreement, either You or We may elect to require that any dispute between Us concerning Your Accounts and the products and services related to Your Accounts be resolved exclusively by binding arbitration, except for those disputes specifically excluded below.

Disputes Covered by Arbitration

YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NO RIGHT TO A JURY TRIAL. You agree that any claim or dispute relating to or arising out of Your Accounts or the products and services related to Your Accounts will be subject to arbitration, regardless of whether that dispute arose before or after Your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

You specifically acknowledge and assent that disputes over the enforceability, interpretation, scope, validity of this arbitration agreement or any of its provisions, including the arbitrability of any issue or claim, will be decided by arbitration and not by a court action. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to Your Accounts. Disputes include not only claims made directly by You, but also made by anyone connected with You or claiming through You, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to Us, but also Our parent, subsidiaries, affiliates, successors, assignees, employees, and agents, and claims for which We may be directly or indirectly liable, even if We are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If either party initiates a proceeding in court regarding a claim or dispute which is included under this arbitration provision, the other party may elect to proceed in arbitration pursuant to this arbitration provision.

Disputes Excluded from Arbitration

Disputes filed by You or by Us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this arbitration provision.

No Class Action or Joinder of Parties

YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE A PERSON ACTS IN A REPRESENTATIVE CAPACITY FOR ONE OR MORE OTHER PERSONS MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED AND REGARDLESS OF WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED OR ARE ALLEGED TO HAVE OCCURRED. Unless mutually agreed to by You and Us, under no circumstances can claims of two or more persons be joined, consolidated, or otherwise brought together in the same proceeding unless the persons are joint account holders or beneficiaries on Your account, or if the persons are parties to a single transaction. This provision applies even if one or more persons have assigned a claim to You and You are pursuing Your own claim and assigned claims.

YOUR AGREEMENT TO THIS ARBITRATION PROVISION

1. If You agree to be bound by the arbitration provision, then no action is needed on Your part.
2. If You take no action, this constitutes your agreement to this arbitration provision and then effective immediately You and Your Accounts will be bound by this arbitration provision.

Right to Reject this Arbitration Provision

YOU MAY CHOOSE TO REJECT THIS ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:

Rejection of this Arbitration Provision

1. If You do not agree to be bound by this arbitration provision, You must send Us written notice that You reject this arbitration provision within thirty (30) days of opening Your Account or within thirty (30) days of receiving this arbitration provision, whichever is sooner, including the following information:
 - a. Your written notice must include: Your name, as listed on Your Account, Your account number, and a statement that You reject this arbitration provision; and

- b. You must send Your written notice to Us at the following address:

Attention: Member Solutions Department
Arsenal Credit Union
3780 Vogel Road
Arnold, MO 63010

Commencing an Arbitration

The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If You initiate the arbitration, You must notify Us in writing at:

Attention: Member Solutions Department
Arsenal Credit Union
3780 Vogel Road
Arnold, MO 63010

If We initiate the arbitration, We will notify You in writing at Your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration, by contacting these arbitration forums:

American Arbitration Association
1-800-778-7879 (toll-free)
www.adr.org

JAMS
1-800-352-5267 (toll-free)
www.jamsadr.com

The arbitration shall be conducted in the same city as the U.S. District Court closest to Your home address, unless the parties agree to a different location in writing.

Administration of Arbitration

The arbitration shall be decided by a single, neutral arbitrator. Subject to Your right to request an in-person hearing in Your home area, the arbitration hearing shall be conducted in Jefferson County, Missouri or St. Louis County, Missouri. The arbitrator will be either a lawyer with at least ten (10) years' experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those provisions and rules may limit the discovery available to You or Us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by You or by Us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or We may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At Your or Our request, the arbitrator shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by the court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

Costs

The party initiating the arbitration shall pay the initial filing fee. If You file the arbitration and an award is rendered in Your favor, We will reimburse You for Your filing fee. If there is a hearing, We will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. We, however, will advance or reimburse filing and other fees if the arbitrator rules that You cannot afford to pay them or finds other good cause for requiring Us to do so, or if You ask Us in writing and We determine there is good reason for doing so. Each party shall bear the cost of their respective attorneys, experts, witnesses, transcripts, service fees, and other expenses, regardless of who prevails in the arbitration. Either party may recover any or all of its costs and expenses including reasonable attorneys' fees from another party if the arbitrator, applying applicable law, so determines.

Arbitration Award

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen (15) days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three (3) neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen (15) days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

Right to Resort to Provisional Remedies Preserved

Notwithstanding anything herein to the contrary, We retain an option to use judicial (filing a lawsuit) or non-judicial relief for collections of loan deficiencies, to enforce a security agreement relating to Your Accounts and all products and services related to those accounts; to enforce Our right 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 in a court having appropriate jurisdiction.

Severability, Survival

These arbitration provisions shall survive (a) termination, closure of, or changes to Your Accounts or any related products or 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.

Governing Law

You and We agree that Our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of Missouri shall apply.

Applicability

We will not commence arbitration against You so long as You are a Service Member subject to the protections of the Servicemembers Civil Relief Act (SCRA) or other applicable law.