

## **Binding Arbitration and Class Action Waiver Agreement**

**RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION 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.**

### **Agreement to Arbitrate Disputes.**

Either You or We may elect, without the other's consent, to require that any dispute between You and Us concerning Your Accounts and the services related to Your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below.

This arbitration agreement is entered into pursuant to and shall be construed under and governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the "FAA") and are not subject to any state law related to arbitration.

### **Disputes Subject to Arbitration.**

Claims or disputes subject to arbitration include:

Any claims or disputes between You and Us arising out of or relating to your Account(s), transactions involving Your Account(s), or any related service with Us are subject to arbitration.

Any claims or disputes arising from or relating to this Agreement, any prior account agreement between You and Us, or the advertising, the application for, or the approval or establishment of Your account are also subject to arbitration.

All such covered claims or disputes are referred to in this section as "Covered Claims".

Covered Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies, and include not only claims made directly by You, but also Covered Claims made by anyone connected with you or claiming through you or on your behalf, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor, successor, heir, assignee or trustee in bankruptcy. All such Covered Claims are subject to arbitration, whether they arose in the past, may currently exist or may arise in the future, and 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.

Claims or disputes which are not subject to arbitration under any circumstances ("Excluded Claims") are:

Any Claim brought in a small claims court, if the Claim is in that court's jurisdiction and is brought solely by Us or by You or an individual claiming on Your behalf.

Any claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union.

Any claims brought against You while you are an active-duty Service Member.

### **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.

**Right to Reject this Resolution of Disputes by Arbitration provision.**

You have the right to opt out of this agreement to arbitrate if You notify us in writing within 30 days of the opening of your account or the mailing of this notice (including by electronic means if You have agreed to communicate with Us electronically), whichever is sooner. To opt out, You must send us written notice that you reject the Resolution of Disputes by Arbitration provision, including your name as listed on your account and your account number to the following address: One Credit Union 380 River Street, Springfield, VT 05156. Otherwise, this agreement to arbitrate will apply without limitation.

**The Arbitration Proceeding.**

The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association or JAMS. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code and this arbitration provision and/or this Agreement, this arbitration provision and this Agreement will control. Instructions for initiating an arbitration proceeding may be obtained here:

American Arbitration Association  
1-800-778-7879 (toll free)  
[www.adr.org](http://www.adr.org)

JAMS  
1-800-352-5267  
[www.jamsadr.com](http://www.jamsadr.com)

If JAMS or the AAA is unable to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

The arbitration shall be conducted in the same city as the U.S. District Court closest to Your home address on Your account unless the parties agree to a different location. In any arbitration proceeding, You or We may choose to have a hearing, be represented by counsel, conduct discovery, and seek provisional remedies in aid of arbitration from a court of competent jurisdiction. Judgment on the arbitrator's award may be entered in any court having jurisdiction.

We may initiate arbitration by written notice to You at the address stated on Your account. If You initiate the arbitration, You must notify Us in writing at:

One Credit Union  
380 River Street  
Springfield, VT 05156.

**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. However, We 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 expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines. We will not reimburse any costs or fees if the arbitrator determines that Your claim or dispute was baseless or frivolous.

**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, to comply with legal process, or to seek or 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.

**Severability, Survival.**

These arbitration provisions 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 Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between You and Us.

**Applicability.**

Arbitration will not apply to Your Account as long as You are an active-duty Service Member.

**Acceptance of Arbitration and Class Action Waiver.**

Following Your receipt of this Binding Arbitration and Class Action Waiver Agreement and expiration of the rejection period, Your decision not to reject this Agreement as confirmed by Your continued use of Your Account(s), confirms your agreement to be bound by the above terms for all of Your Accounts and Your Accounts will be bound by and subject to this Arbitration and Class Action Waiver Agreement.