

BINDING ARBITRATION AND CLASS ACTION WAIVER AGREEMENT

PLEASE REVIEW THIS PROVISION CAREFULLY: IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BETWEEN US 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 AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT. ARBITRATION OF A DISPUTE WILL RESULT IN THE LOSS OF YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS, HAVE A JURY DECIDE THE CLAIM OR DISPUTE, OR PARTICIPATE IN A CLASS ACTION LAWSUIT RELATED TO THE CLAIM ARBITRATED. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

THIS ARBITRATION AND CLASS ACTION WAIVER AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED ON OR AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE. IF A CLAIM IS FILED OR INITIATED PRIOR TO THE EFFECTIVE DATE, THE ARBITRATION AND CLASS ACTION WAIVER AGREEMENT WILL NOT APPLY TO SUCH CLAIM.

a. You and We Agree to Arbitrate Disputes. Except if you opt-out as provided in subsection (c) below, either you or we may elect, without the other's consent, to require that any dispute between us concerning your Membership, your accounts, or the services or products related to your accounts and Membership be resolved by binding arbitration, except for those disputes specifically excluded below. This arbitration provision applies regardless of whether the claim or dispute is based in contract, tort, or otherwise. Disputes relating to the enforceability or interpretation of this Arbitration and Class Action Waiver Agreement will be decided by an arbitrator. 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.

i. Disputes Excluded from Arbitration. This Arbitration and Class Action Waiver Agreement does not apply to any individual action brought by you or us in small claims court (or your state court equivalent), unless it is removed from small claims court. Disputes relating to a consumer credit transaction secured by a dwelling will also be excluded from arbitration. To remove any doubt, this Arbitration and Class Action Waiver Agreement 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); (ii) to any consumer credit obtained while

you were a covered borrower as defined by the Military Lending Act; or (iii) disputes if you are a Service Member subject to the protections of the Servicemembers Civil Relief Act (SCRA).

- ii. Location of the Arbitration.** The Arbitration, including any hearing, will be conducted within 50 miles of your residence at the time the arbitration is commenced, unless otherwise mutually agreed.
- iii. Arbitration Costs.** We will reimburse you for your share of the amount of filing, case management, administration, and arbitrator fees. Notwithstanding the foregoing, we will not reimburse you for any fees and costs if the arbitrator determines that your claim or dispute was frivolous or baseless. Each party will be responsible for its own attorney arbitrator is permitted to award attorneys' fees to the prevailing party under applicable law or agreement.
- iv. Arbitrator and Arbitration Rules.** The party electing arbitration must choose between one of two organizations to conduct the arbitration: 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 arbitrator. 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

If you need a lawyer or legal help you may contact The BAR Association of Metropolitan St. Louis (BAMSL) at 1-833-743-8212.

- v. 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 arbitrator.
- vi.** This 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 Agreement 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, foreclosure, repossession and sale of collateral, execu-

tion, garnishment 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.

b. You Will Not be Able to Participate in a Class Action Lawsuit.

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 against one another, 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 we acknowledge that this Class Action Waiver is material and essential to the arbitration of any claims or disputes and is non-severable from the arbitration provision in Section 1. If the Class Action Waiver is limited, voided or found unenforceable, then the 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.

c. YOU MAY CHOOSE TO OPT-OUT OF THIS ARBITRATION AND CLASS ACTION WAIVER AGREEMENT BY SEND-ING US WRITTEN NOTICE AS DESCRIBED BELOW. OPTING OUT WILL NOT TERMINATE OR AFFECT ANY OTHER RIGHTS YOU OR WE HAVE UNDER THE ACCOUNT AGREEMENT. IF YOU OPT-OUT, YOU MUST OPT-OUT OF ALL TERMS OF THE ARBITRATION AND CLASS ACTION WAIVER AGREEMENT. YOU MAY NOT OPT-OUT OF ONLY CERTAIN TERMS.

- If you agree to be bound by the above Arbitration and Class Action Waiver Agreement, then no action is needed on your part.
- If you take no action, and continue your Membership with us, then effective in 45 days you will be bound by this Arbitration and Class Action Waiver Agreement.
- If you do not agree to be bound by this Arbitration and Class Action Waiver Agreement, you must send us written notice that you want to opt-out of this provision of your Account Agreement within 45 days of account opening or within 45 days of receiving this notice, whichever is sooner. Send your written notice to us at the following address: St. Louis Community Credit Union, Attn.: Compliance Department, 3651 Forest Park Ave., St. Louis, MO 63108. Your notice must include the following information:

1. Your name, as listed on your account;
2. Your account number; and
3. A statement that you wish to opt-out of the Arbitration and Class Action Waiver Agreement.