

WPCU WEBSITE TERMS OF USE

Last Modified: October 10, 2025

Acceptance of the Terms of Use

These terms of use are entered into by and between you (“**you**” or “**your**”) and Wright-Patt Credit Union, Inc., its subsidiaries, and affiliates (“WPCU,” “**Credit Union**,” “**we**,” “**our**,” or “**us**”). The following terms and conditions together with the [Membership and Account Agreement](#) (if applicable), the [Electronic Services Agreement And Disclosure Statement](#) (if applicable), any documents they expressly incorporate by reference (collectively, “**Terms of Use**”), govern your access to and use of any mobile or online website or application that we own, including but not limited to, our public website (www.WPCU.coop) and our online banking and mobile apps (including WPCU Online Banking, WPCU Business Banking, and WPCU Mobile) (each a “**Site**” and collectively, the “**Sites**”).

Please read the Terms of Use carefully before you start to use a Site. **By using a Site or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policies, found at <https://www.wpcu.coop/about-us/privacy-policies>, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policies, you must not access or use the Sites.

The Sites are not intended for use by persons under 13 years of age or those that do not reside in the United States or any of its territories or possessions. By using a Site, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Sites.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Sites thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Sites.

Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access a Site so you are aware of any changes, as they are binding on you.

Accessing a Site

We reserve the right to withdraw or amend the Sites, and any service or material we provide on the Sites, in our sole discretion without notice. We will not be liable if for any reason all or any part of a Site is unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some parts of a Site or the entire Site.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Sites.

- Ensuring that all persons who access the Sites through your internet connection are aware of these Terms of Use and comply with them.

Intellectual Property Rights

The Sites and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Credit Union, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, perform, republish, download, store, or transmit any of the material on our Sites, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of a Site for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this site.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of a Site in breach of the Terms of Use, your right to use the Site will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Sites or any content on the Sites is transferred to you, and all rights not expressly granted are reserved by the Credit Union. Any use of a Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Credit Union name, the terms Wright-Patt Credit Union, WPCU, Wright-Patt, Soar Support and Outreach to Advance Revitalization, This is How We Mortgage, CoverPoint, Money Magnifier, TrueSaver, MyCUMortgage, Sunshine Community Fund, Centsible\$pend, Financial Flexibility and Freedom, Respect Your Money, Totally Fair Checking, and EasySaver, and all related names, logos, product and service names, designs, and slogans are trademarks of the Credit Union or its affiliates or licensors. You must not use such marks without the prior written

permission of the Credit Union. All other names, logos, product and service names, designs, and slogans on the Sites are the trademarks of their respective owners.

Prohibited Uses

You may use the Sites only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Sites:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To impersonate or attempt to impersonate the Credit Union, a Credit Union employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Sites, or which, as determined by us, may harm the Credit Union or users of the Sites, or expose them to liability.
- In any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of a Site, including their ability to engage in real-time activities through the Site.

Additionally, you agree not to:

- Use any robot, spider, or other automatic device, process, or means to access a Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on a Site, or for any other purpose not expressly authorized in these Terms of Use, without the Credit Union's prior written consent.
- Use any device, software, or routine that interferes with the proper functionality of a Site.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of a Site, the server on which a Site is stored, or any server, computer, or database connected to a Site.
- Attack a Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper functionality of a Site.

User Contributions

A Site may allow users to post, submit, publish, display, or transmit to other users or other persons content or materials (collectively, "**User Contributions**") on or through the Site, such as comments, feedback or other materials visible to others. User Contributions do not include account credentials or other data submitted for the purpose of accessing or using your account or our services.

Any User Contribution you post to a Site will be considered non-confidential and non-proprietary. By providing any User Contribution on a Site, you grant the Credit Union and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to republish, use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to the Credit Union and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Credit Union, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of a Site.

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to User Contributions that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Sites or the public, or could create liability for the Credit Union.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of a Site.
- Terminate or suspend your access to all or part of a Site for any or no reason, including without limitation, any violation of these Terms of Use.

Reliance on Information

The information presented on or through the Sites is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Sites, or by anyone who may be informed of any of its contents.

Changes to the Sites

We may update the content on a Site from time to time, but its content is not necessarily complete or up-to-date. Any of the material on a Site may be out of date at any given time, and we are under no obligation to update such material.

Links from the Site

If a Site contains links to other websites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to a Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The Credit Union is based in the State of Ohio in the United States. We provide the Sites for use only by persons located in the United States. We make no claims that the Sites or any of their content is accessible or appropriate outside of the United States. Access to any Site may not be legal by certain persons or in certain countries. If you access a Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Sites will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH SITES OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SITES, THEIR CONTENT, AND ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE SITES IS AT YOUR OWN RISK. THE SITES, THEIR CONTENT, AND ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE CREDIT UNION NOR ANY PERSON ASSOCIATED WITH THE CREDIT UNION MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITES. WITHOUT LIMITING THE FOREGOING, NEITHER THE CREDIT UNION NOR ANYONE ASSOCIATED WITH THE CREDIT UNION REPRESENTS OR WARRANTS THAT THE SITES, THEIR CONTENT, OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE SITES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITES OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE SITES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE CREDIT UNION HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE CREDIT UNION, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE SITES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE SITES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Credit Union, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of a Site, including, but not limited to, your User Contributions, any use of the Site's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Site.

Governing Law and Jurisdiction

All matters relating to the Sites and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Sites shall be instituted exclusively in the Common Pleas Court of Greene County, Ohio. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

- a) **Binding Arbitration and Class Action Waiver:**

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR USE OF THE SITES, YOUR ACCOUNTS (IF APPLICABLE) 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.

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 products and services related to your Accounts or any aspect of your relationship with us be resolved by binding arbitration, except for those disputes specifically excluded below.

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

c) Disputes Covered by Arbitration:

Claims or disputes between you and us arising out of or relating to your Account(s), transactions involving your Account(s), safe deposit box, and any related services or any aspect of your relationship with us are subject to arbitration. Any claims or disputes arising from or relating to this Agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your Account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. Disputes also include claims or disputes relating to the enforceability, validity, scope or interpretation of any of these arbitration provisions. 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 such disputes are referred to in this section as "Claims".

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 but shall remain subject to any other applicable arbitration provision contained in any other agreement governing or applicable to such loan or indebtedness.

d) 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, or unless (and only to the extent that) your Claims are subject to the American Arbitration Association's ("AAA") Mass Arbitration Supplementary Rules, 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. Nothing within this Agreement prohibits the application of the "Related Cases and Mass Arbitrations" procedures outlined below in Sub-Section (f).

e) **Notice of Claim:**

If you elect to seek arbitration, you must first send to us a written Notice of your Claim ("Notice of Claim"). The Notice of Claim to us should be sent to the following address: Wright Patt Credit Union, Inc. Attention: Legal Department, 3560 Pentagon Blvd., Beavercreek, Ohio 45431-1706. The Notice of Claim should include both the mailing address and email address (if available) and the telephone number you would like us to use to contact you. A Notice of Claim must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific amount of damages or other relief sought. A Notice of Claim must only pertain to your Claims, and a single Notice of Claim may not pertain to any similar Claims of any other person.

You and we agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and we therefore agree that, after a Notice of Claim is sent but before you commence arbitration or file a claim in small claims court against us, we will personally meet, via telephone or videoconference, in a good-faith effort to confer with each other and try to resolve informally any Claim you may have covered by this Agreement. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference. Likewise, if we are represented by counsel, our counsel may participate in the conference as well, but we agree to have a company representative fully participate in the conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

If we do not reach an agreement to resolve the Claim within sixty (60) days after the Notice of Claim is received, you may commence an arbitration proceeding by filing a Demand for Arbitration or, alternatively, by filing a Claim in small claims court. You agree that you may not commence any arbitration or file a claim in small claims court unless you and we are unable to resolve the claim within 60 days after we receive your completed Notice of Claim and you have made a good faith effort to resolve your claim directly with us during that time. If a Claim qualifies for small claims court, but a party commences an arbitration proceeding, you and we agree that either party may elect instead to have the Claim resolved in small claims court, and upon written notice of a party's election, the AAA will administratively close the arbitration proceeding. Any dispute about whether a Claim qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the Claim should proceed in arbitration.

f) **Related Cases and Mass Arbitrations**

If your Notice of Claim involves claims similar to those of at least 25 other customers, and if you and those other customers are represented by the same lawyers, or by lawyers who are coordinating with each other, or if we assert 25 or more similar demands for arbitration or counterclaims against similarly-situated parties, within a period of 60 days or otherwise close in proximity, you and we agree that these claims will be related (“Related Cases”), and this shall be called a “Mass Arbitration.” The following procedures will apply to a Mass Arbitration:

i. **Acknowledgment of Related Cases procedure.** If you or we, or your or our counsel, files a demand for arbitration that has Related Cases, then you and we agree that the demand for arbitration shall be subject to the additional protocols set forth in this Sub-Section (f). If the parties disagree as to whether a series of filings fits within the definition of Mass Arbitration above, the arbitration provider shall resolve the disagreement. You and we also acknowledge that the adjudication of the dispute may be delayed and that any applicable statute of limitations shall be tolled from the time of filing of the demand for arbitration, and pending resolution of the proceedings described in this Sub-Section (f).

ii. **Bellwether Arbitrations.** Bellwether proceedings are encouraged by courts and arbitration administrators where there are multiple disputes involving similar claims against the same or related parties. The parties shall select ten individual arbitration claims (five per side), designated the “Initial Test Cases,” to proceed to arbitration. Only the Initial Test Cases shall be filed with the arbitrator. All other claims shall be held in abeyance. This means that the filing fees will be paid only for the Initial Test Cases; for all other demands for arbitration, the filing fees (together with any arbitrator consideration of the other demands) will be in abeyance, and neither You nor we will be required to pay any such filing fees. You and we also agree that neither you nor we shall be deemed to be in breach of Section (f) for failure to pay any such filing fees, and that neither you nor we shall be entitled to any contractual, statutory, or other remedies, damages, or sanctions of any kind for failure to pay any such filing fees. If, pursuant to this subsection, a party files non-Bellwether Arbitrations with the arbitration provider, the parties agree that the arbitration provider shall hold those demands in abeyance and not refer them to the arbitrator pending resolution of the Initial Test Cases. Unless the claims are resolved in advance or the schedule is extended, the arbitrators will render a final award for the Initial Test Cases within 120 days of the initial pre-hearing conference.

iii. **Global Mediation.** Following the resolution of the Initial Test Cases, the parties agree to engage in a global mediation of all the remaining individual arbitration claims (“Global Mediation”), deferring any filing costs associated with the non-Initial Test Cases until the Initial Test Cases and subsequent Global Mediation have concluded. After the final awards are provided to the mediator in the Initial Test Cases, the mediator and the parties shall have 90 days to agree upon a substantive methodology and make an offer to resolve the outstanding cases. If the Parties are unable to resolve the outstanding claims during the Global Mediation, the unresolved Claims may then be administered by the arbitration provider pursuant to this Agreement’s Batch Arbitration provision below and the arbitrator’s fee schedule for mass filings, unless the parties mutually agree otherwise in writing. You and we

also acknowledge that any applicable statute of limitations shall be tolled pending resolution of the Bellwether Arbitration and Global Mediation process.

iv. **Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, you and we agree that in the event the Bellwether Arbitration and Global Mediation processes described above do not resolve the Claims, the arbitration provider will (1) administer the remaining arbitration demands in batches of 50 demands per batch; (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award (“Batch Arbitration”). The final award will provide for individual merit decisions for each separate claimant within the single batch arbitration award.

v. **Enforcement of Subsection.** A Court of competent jurisdiction shall have the power to enforce Section (f), including by injunctive, declaratory, or other relief.

g) **The Arbitration Proceeding:**

The arbitration must be filed with the AAA. If 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).

A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years’ experience or who is a former or retired judge and will be selected by the parties from the AAA’s National Roster of arbitrators. The arbitrator will be selected using the following procedure: (a) the AAA will send the parties a list of five candidates meeting this criteria; (b) if the parties cannot agree on an arbitrator from the list, each party shall return its list to the AAA within 10 days, striking up to two candidates for any reason or for no reason at all, and ranking the remaining candidates in order of preference; (c) the AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. The arbitrator is bound by this Agreement. Except as otherwise provided below, all issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision.

The arbitration will follow the AAA’s rules and procedures in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the AAA’s rules and procedures and this arbitration provision, in which case this arbitration provision will govern. Any in-person arbitration hearing for a Claim will take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator will apply applicable substantive law consistent with the FAA, and will honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable will apply to any arbitration proceeding. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any appropriate court may enter judgment upon the arbitrator’s award.

h) **Costs:**

Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee, but we will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in the Common Pleas Court of Greene County, Ohio. If the arbitrator finds that either the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and we will not reimburse your initial filing fee. 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. The parties agree that the AAA has discretion to modify the amount or timing of any administrative or arbitration fees due under the AAA Rules where it deems appropriate, provided that such modification does not increase the AAA fees to you or us, and you and we waive any objection to such fee modification.

i) **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.

j) **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.

Waiver and Severability

No waiver by the Credit Union of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Credit Union to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use constitute the sole and entire agreement between you and Credit Union regarding the Sites and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Sites.