

ELGA Credit Union has updated your Member Service Agreement effective October 1, 2021. 1) Pay Pal services are no longer available.

2) Notice regarding International Transaction Fee for debit and credit cards: Please be aware that the International Transaction Fee for debit and credit cards applies to any transaction at a location in a foreign country or with a merchant located in a foreign country even if you initiate the transaction from within the United States. This fee is referenced in "Our Rates & Service Charges," which has been updated to clarify this issue.

3) The enclosed Binding Arbitration and Class Action Waiver provision has been added to the Agreement. This provision applies to all of your accounts and services. Please review the terms carefully as they contain important rights, including your right to opt-out. We have added this provision to the Member Service Agreement in order to fulfill our mission to provide high quality and cost-effective services to all members. The Binding Arbitration and Class Action Waiver provision provides that you may opt out of it by notifying us within 60 days after our issuance of this notice.

Arbitration of Claims & Disputes & Class Action Waiver

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.

a. Agreement to Arbitrate Disputes If there is a claim or dispute between us arising from or related in any way to any account, loan, credit card, safe deposit box, product, service or related disclosure, either party may require the claim or dispute be resolved through binding arbitration before a neutral party instead of a lawsuit or other resolution in court. This includes all past, present, and future claims, including claims that arose before this provision became effective.

If either party requires the claim or dispute to be resolved through arbitration, it will be subject to arbitration even if the other party does not agree. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. All such disputes are referred to in this section as "Claims". Such claim or dispute shall be arbitrated on an individual basis and not in a class action. You and we waive any right to arbitrate disputes as part of a class action. If a class action lawsuit is initiated against us, you agree that this provision applies to such action and if we require claims covered by the class action to be arbitrated, you will withdraw from or agree to dismissal of the class action and allow your claim to be arbitrated on an individual basis. This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the "FAA").

b. 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.

c. Right to Reject this Resolution of Disputes by Arbitration

1) For individuals/businesses/entities who became members on or before October 1, 2021. You have the right to opt out of this agreement to arbitrate. We must receive your notice to opt out within sixty (60) calendar days from the date of this notice. If ELGA Credit Union does not receive your notice to opt out within the sixty (60) calendar day period, then this agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; 3) you open additional accounts with ELGA Credit Union in the future; or 4) you file for bankruptcy. You will not have any other opportunities to opt out in the future.

2) For individuals/businesses/entities who become members after October 1, 2021. You have the right to opt out of this agreement to arbitrate. We must receive your notice to opt out within sixty (60) calendar days from the date you become a member. You will not have any other opportunities to opt out in the future.

To opt out, 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: ELGA Credit Union, Attn: Legal Department, 2305 S. Center Rd., Burton, MI 48519.

d. The Arbitration Proceeding Either party may require arbitration of a claim or dispute even if one of us has already initiated legal action related to the claim or dispute. The arbitration may be required and initiated by: (i) making written demand for arbitration on the other party; (ii) initiating an arbitration proceeding against the other party; or (iii) filing a motion to compel arbitration in a court in which litigation has already begun. Arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association ("AAA") or JAMS, formerly known as Judicial Arbitration and Mediation Services, Inc., and any hearing on the matter shall be conducted in Genesee County, Michigan. The chosen 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. 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).

e. 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.

f. 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.

g. Severability, Survival These arbitration provisions shall survive (1) termination or changes to your accounts or any related services; (2) the bankruptcy of any party; and (3) 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.

h. Applicability Arbitration will not apply to you as long as you are an active-duty Service Member.