

IMPORTANT CHANGE IN TERMS

Please Read This Notice Carefully

1. The following **Arbitration** provision is added as a new section at the end of the Mobiloil Federal Credit Union Membership and Account Agreement, which shall hereafter be known as the Membership, Account and Arbitration Agreement (“Member Agreement”). ***You can opt out of the Arbitration and Class Action Waiver provision as provided below and you will not lose any of the rights and benefits of your accounts.***

ARBITRATION

You and we agree to attempt to informally settle any disputes arising out of, affecting, or relating to your accounts, any products or services we have provided or offered to you, or any aspect of your relationship with us. If that cannot be done, you and we agree that any claim or dispute between us (“Claim”) that is filed or initiated after the Effective Date (as defined below) of this Arbitration provision, even if the Claim arose prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its applicable rules and procedures for consumer disputes (“Rules”), whether such Claim is in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any credit union branch upon request. In the event of a conflict between the Rules and this Arbitration provision, this Arbitration provision shall supersede the conflicting Rules only to the extent of the inconsistency.

AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration provision shall be interpreted and enforced in accordance with the Federal Arbitration Act as set forth in Title 9 of the US. Code to the fullest extent possible, notwithstanding any state law to the contrary and regardless of the origin or nature of the Claim. You acknowledge that this Arbitration provision does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local government agency or entity, nor does it prevent such agency or entity seeking relief on your behalf. This Arbitration Agreement shall not apply to Claims that are initiated in or transferred to small claims court or Claims that arise out of or relate to any secured or unsecured loan made by us where the original principal amount of the loan is more than \$20,000.

SELECTION OF ARBITRATOR. The neutral arbitrator shall be selected in accordance with the Rules, and shall have experience and knowledge in financial transactions. If AAA is unavailable to resolve the Claim, and if you and we do not agree on a substitute, then you can select the appropriate forum for the Claim.

EFFECTIVE DATE. For members of the credit union as of 11:59 p.m. (central standard time), January 2, 2022, this Arbitration Agreement is effective upon the 31st day after we provide it to you (“Effective Date”), unless you opt-out within the 31-day period in accordance with the requirements of the RIGHT TO OPT-OUT provision below. If you receive your statements by mail, then the Arbitration Agreement was provided to you when it was mailed. If you receive your statements electronically, then it was provided to you when you were sent notice electronically. For all other members of the credit union, this Arbitration Agreement is effective immediately and there is no right to opt-out.

ARBITRATION PROCEEDINGS. Arbitration proceedings provide you a fair hearing, but the arbitration procedures are simpler and typically less expensive than going to court. The arbitration shall be conducted in Texas. The arbitrator can award the same remedies including damages, injunctive relief and other remedies that a court can award. Discovery will be available for non-privileged information just like in court. Any defenses that would apply to a Claim if it was brought in a court of law shall apply in any arbitration proceeding between us, including defenses based on the expiration of the applicable statute of limitations or otherwise relating to the timeliness of the initiation of the Claim, and the commencement of an arbitration proceeding under this Arbitration provision shall be deemed the commencement of an action for such purposes. The Arbitrator shall be required to follow the law in rendering an award. The Arbitrator’s award can be entered as a judgment in court. Except as provided in applicable statutes and except for errors of law, the arbitrator’s award is not subject to review by the court and it cannot be appealed. Any determination as to whether this Arbitration provision is valid or enforceable in part or in its entirety shall be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration. However, only the Court shall decide the enforceability of the Class Action waiver provided for below. Nothing contained in this Arbitration Agreement shall prevent either you or us from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or sequestration order, or any other pre-judgment remedies.

CLASS ACTION WAIVER. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

COSTS AND ATTORNEYS’ FEES. We will pay for any filing, administration, and arbitrator fees as imposed on you by AAA. However, you will be responsible for your attorneys’ fees. The arbitrator shall be entitled to award the prevailing party in the arbitration his/her/its attorneys’ fees and costs of suit only if and then to the extent fees and costs are otherwise recoverable by contract or statute.

SEVERABILITY. In the event that the CLASS ACTION WAIVER in this Arbitration provision is found to be unenforceable for any reason, then the remainder of the arbitration provision shall be

unenforceable. If any provision in this Arbitration provision, other than the CLASS ACTION WAIVER, is found to be unenforceable, then the remaining provisions shall remain enforceable.

RIGHT TO OPT-OUT. For members of the credit union as of 11:59 p.m. (central standard time), January 2, 2022, you have the right to opt-out of this Arbitration provision and it will not affect any other terms and conditions of your relationship with the credit union. To opt out, you must notify us in writing of your intent to do so before the Effective Date. Your opt-out will not be effective and you will be deemed to have consented and agreed to the Arbitration Agreement unless your notice of intent to opt out is received by us in writing (via mail) at: Mobiloil Federal Credit Union; ATTN: Arbitration Opt-Out (TPB); 3535 Calder Ave., Suite 200; Beaumont, Texas 77706; (via email) at: MOFCUarboptout@mofcu.org. Your notice of intent to opt out can be a letter that is signed by you or an email sent by you that states “I elect to opt out of the Arbitration Agreement” or any words to that effect. For all other members of the credit union, this Arbitration Agreement is effective immediately and there is no right to opt-out.

SURVIVAL. This Arbitration provision shall survive termination of the Agreement, even if your accounts with us are closed.

2. The Following **Limitation of Time to Commence Action** provision is added as Paragraph 37 of the Member Agreement:

LIMITATION OF TIME TO COMMENCE ACTION. Any action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account(s) or any product or service provided by the credit union must be commenced within one year after the cause of action accrues.