

Credit Union for any of the following reasons: failure to meet your obligations to the Credit Union; failure to comply with applicable law or Credit Union bylaws and rules; you causing the Credit Union a loss; not conducting your business in a civil and businesslike manner; conviction of a criminal offense related to credit union business; providing misleading or false information to open an account or establish a service, or our error in admitting you to membership when you were not eligible; any other reason allowed by applicable law.

Any of the circumstances that would allow us to deny services also allows us to expel you from the Credit Union. Termination of services by you or us will not relieve you of any obligations incurred prior to the action being taken. We may require that you maintain your membership with a minimum savings account balance while you pay off outstanding obligations to us.

TELEPHONE CONTACT

You agree that the Credit Union and any and all of our affiliates, employees, agents, assigns, service providers and joint marketing partners ("Credit Union Parties") may contact you at any telephone number you provide to any Credit Union Party at any time to administer, service and collect amounts owed on any Credit Union account or loan on which you are Owner, Agent or Obligor, and in some cases to inform you about financial products or services that may be of interest to you ("permitted communications"). Telephone numbers the Credit Union may call for permitted communications include landline numbers, VoIP numbers, and wireless numbers. Wireless numbers include numbers associated with mobile telephones, cellular telephones, and other wireless devices. Methods by which Credit Union Parties may contact you include live representative calls or automated communications. Automated communications include pre-recorded/artificial voice messages, use of automated dialing systems (robo-calling), and/or text messages. Credit Union Parties will not use automated communications for marketing purposes. Permitted communications from Credit Union Parties may result in your incurring charges from your wireless or internet service provider.

You agree not to provide any telephone number unless you are the subscriber of that number or otherwise have permission to allow Credit Union Parties to call that number. You agree to notify the Credit Union immediately if you cease to be a subscriber of, or have permission to allow us to call, a number that you have previously given us. You agree to defend and hold the Credit Union harmless from any claims or liability to which the Credit Union becomes subject as a result of calling a number you have given to any Credit Union

Party prior to your notice to a Credit Union Party that consent to call that number has been revoked.

You can revoke consent for Credit Union Parties to use automated communications to contact you on wireless numbers or make live representative calls to wireless numbers for marketing purposes. Your consent may be revoked in person at a Credit Union office, in writing (by letter or e-mail), by telephone, or any other reasonable means that informs the Credit Union Party that your consent is revoked. Your notice must provide sufficient information to enable us to implement the revocation, including your name, the account number(s) to which the revocation applies, and the wireless number(s) to which the revocation applies. Your revocation will not prohibit Credit Union Parties from either (1) contacting you using live representatives or automated communications (a) on a landline number for any purpose other than telemarketing and (b) on a wireless number for purposes of notifying you of emergencies, fraud, identity theft or data breach, or (2) contacting you on a wireless number using live representatives to administer, service and collect amounts owed on your Credit Union accounts.

You agree that at all times you have any open accounts or loans with the Credit Union or are indebted to us in any amount, you will provide us with at least one valid telephone number at which Credit Union Parties have permission to call you during normal business hours. Your failure to do so may result in your being deemed in breach of your account and/or credit agreements with the Credit Union and denied future Credit Union services.

TRANSACTION FEES

When there are insufficient available funds in your account to cover a check, ACH, or other debit it may be returned as a non-sufficient funds (NSF) transaction and you will be charged a fee as shown on the Schedule of Fees. The merchant or payee may re-present the transaction. You will be charged a NSF fee each time the transaction is presented for payment against insufficient available funds.

As shown on the Schedule of Fees, you may be charged a fee for certain transactions completed at non-EECU ATMs. Fees are charged separately for each transaction. For instance, if you complete a balance inquiry followed by a cash withdrawal you will be charged both the inquiry fee and the withdrawal fee. These fees are in addition to any fee charged by the ATM operator or network.

FEDERALLY INSURED BY NCUA



Change-in-Terms Notice

- ARBITRATION AND WAIVER OF CLASS ACTION
- RESTRICTING/TERMINATING SERVICES
- TELEPHONE CONTACT
- TRANSACTION FEES

Following are changes to the terms and conditions that govern your Educational Employees Credit Union accounts and services. Please review this document carefully and store it in a safe place for future reference. If you have questions, please write us or call our Member Service Center at (559) 437-7700 or (800) 538-3328. As used in this document, "EECU", "Credit Union", and "we" refer to Educational Employees Credit Union. "You" and "Your" refer to the account holder(s).

ARBITRATION AND WAIVER OF CLASS ACTION

You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred 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 Claims are 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 from the Credit Union upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand

for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. 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 ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court.

1. Selection of Arbitrator. The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

2. Effective Date. This Arbitration Agreement is effective upon the 31st day after we provide it to you ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below. The Arbitration Agreement was provided to you when it was mailed.

3. Arbitration Proceedings. The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced, unless your residence is outside of the United States in which case arbitration shall be conducted in Fresno County, California or another place in the United States if mutually agreed upon by you and the Credit Union. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of injunctive relief that could be awarded by a court. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes,

the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees. Conversely, if the Credit Union prevails, then you will not be required to pay its attorneys' fees and costs. Nothing contained in this Arbitration Agreement shall prevent either You or the Credit Union 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 any other pre-judgment remedies.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

4. 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.

5. Severability. In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

6. Right to Opt-Out. You have the right to opt-out of this Arbitration Agreement and it will not affect any other terms and conditions of your Account Agreement or your relationship with the Credit Union. To opt out, you must notify the Credit Union in writing or by email of your intent to do so within 30 days after the Arbitration Agreement was provided to you. 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 the Credit Union in writing at EECU, P.O. Box 5242, Fresno, CA 93755-5242 within such 30-day time period. Your notice of intent to opt out can be a letter that is signed by you or a secure email sent through Online Banking by you that states "I elect to opt out of the Arbitration Agreement" or any words to that effect.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA

procedures, you should check AAA's website, www.adr.org, OR call AAA at (800) 778-7879.

Arbitration is not applicable to Military Lending Act covered loans or other situations where prohibited by law.

RESTRICTING/TERMINATING SERVICES

Under certain circumstances we may restrict or suspend access to accounts, lines of credit and/or credit union products and services. When we take these actions we will give you reasonable notice. Reasonable notice depends on circumstances and in some cases, such as when there is suspected fraudulent activity, we may give you notice after freezing the account or suspending services. Notices may be sent electronically if you have agreed to receive notices from us in that manner.

The Credit Union will generally not suspend access to funds exempt from creditors' remedies, such as certain types of federal benefits, or to accounts subject to special tax treatment such as Individual Retirement Accounts (IRAs).

Default on Obligations – If you fail to meet your financial obligations to the Credit Union, we can suspend access to your accounts and any open-end credit lines. Examples are failure to pay your loans as agreed or failure to restore a negative account balance. Access to your open-end credit lines can be suspended immediately after your default.

Discontinuation of Services - We may close accounts for any lawful business reason by providing you with reasonable notice. The closure of your account will not affect our handling of regular transactions prior to the notice, provided there are sufficient available funds to handle them. Transactions presented after the account is closed may not be honored.

Some of the reasons that we may close your accounts or limit the means by which you can access your accounts, with or without notice, are: there has been no activity for more than 180 days; failure to provide available funds to cover debit transactions; failure to keep loan payments current; misuse of the account such as for check kiting, deposit of invalid/fraudulent items or unlawful purposes; the balance is below any required minimum amount; repeated negligence in handling access devices (such as checks or debit cards); use of a personal account for business purposes; your failure to observe the conditions of any other agreement with us; or, any reason listed under "Service Denial and Termination".

Service Denial and Termination - We may deny services, except the right to maintain a regular share account and vote in Credit Union elections, or restrict your access to the