



Service Addendum to the A+ Online Banking, Mobile Banking, and Mobile Deposit Agreement

Effective as of 11/29/2022

This Addendum ("Addendum") and the A+ Online Banking, Mobile Banking, and Mobile Deposit Agreement "OBA" contain the terms and conditions governing your use of this Service. If we make changes to this Addendum, we will update the Addendum on the website. We will notify you of changes following the procedures specified in the OBA. If there is a conflict between this Addendum and the OBA, this Addendum will control with regard to this Service.

Please read this Addendum carefully. By agreeing to this Addendum, or by accessing or using this Service, you are agreeing to the terms and conditions of this Addendum and the OBA. This Addendum and the OBA include, among other things:

- Your consent to A+FCU accessing and using your consumer report
- Your consent to A+FCU sharing information in your consumer report
- Our obligations to you
- Your obligations as a user of this Service
- Your agreement to use binding arbitration, and to waive the right to a trial by jury, for most disputes with Experian and A+FCU arising under this Addendum or relating to this Service
- Your waiver of class-action rights
- Limitations on liability to you

Your agreement to this Addendum is essential to our agreement to provide this Service to you. If this Addendum is unacceptable to you at any time, you should terminate your enrollment in this Service.

1. Definitions

Except as otherwise provided in this Addendum, terms defined in the OBA have the same meaning in this Addendum. In addition, in this Addendum:

- "Experian" refers to Experian Information Solutions, Inc., a consumer reporting agency.
- "VantageScore®" refers to credit scores created by Experian.
- "We", "Us", "Our" and "A+FCU" refer to A+ Federal Credit Union.
- "You" and "your" refer to you as the person entering into this Addendum.
- "Parties" refers to you, A+FCU and Experian.

2. Eligibility

To enroll in this Service, you must be an A+FCU account holder enrolled in A+FCU Online Banking Services, a resident of the United States (or a United States territory), and at least 18 years old. VantageScore® will be delivered only to the A+FCU account holder and only if a VantageScore® is available for the A+FCU account holder. In some circumstances, such as if your account is closed, charged-off, or recently-opened, or if we are unable to verify your identity, you may not be eligible to receive a VantageScore® through this Service.

3. Authorization to obtain consumer report and credit score

By enrolling in this Service and agreeing to this Addendum, you are providing A+FCU and its service providers with "written instructions" in accordance with the federal Fair Credit Reporting Act and any other applicable laws to access and use consumer report information about you from one or more consumer reporting agencies. You authorize us to access and use this information, including your VantageScore®, to present you with an overview of your credit profile, to present you with credit and financial guidance, to offer products and services that may be of interest to you, for internal analytics, and for other purposes related to your relationship with us. In connection with this Service, we may use your Social Security number to access your consumer report and to verify your identity. Obtaining your VantageScore® through this Service results in a soft credit inquiry on your credit report. This soft credit inquiry does not affect your VantageScore®.

4. Consent to sharing of consumer report and credit score information

By enrolling in this Service and agreeing to this Addendum, you consent to us sharing the consumer report information that we obtain about you in connection with this Service, including your VantageScore®. You must terminate your enrollment in this Service if you want us to stop obtaining new consumer report information about you in connection with this Service.

5. VantageScore® Credit Score

The VantageScore® presented to you through this Service is for your educational, non-commercial, and personal benefit and use only. The VantageScore® presented to you may not be the credit score we use to make account opening or credit decisions, and we may use other credit scoring models and other information to review an application for a credit or deposit account. Your VantageScore® reflects a general snapshot of your credit profile at a specific point in time, and it can vary from month to month. The credit file used to create your VantageScore® is updated continuously, and the VantageScore® presented to you through this Service may not reflect the most current data in your credit file.

6. Arbitration agreement and class-action waiver

Please read this section carefully as it affects your rights.

A. Applicability; Definition of Covered Disputes; Exclusions; Court and Jury Trial Waiver; Survivability and Severability.

This Service is part of A+FCU Online Banking Service and subject to the OBA, and with regard to A+FCU, the OBA governs the arbitration of any disputes relating in any way to this Addendum or this Service.

By enrolling in this Service and agreeing to this Addendum, and pursuant to the Federal Arbitration Act, you also agree to the following:

Under this Section of the Addendum (the "Arbitration and Class-Waiver Provision"), A+FCU, Experian and you (the "Parties") mutually agree that any and all Covered Disputes (as defined below) that the Parties might otherwise assert in court shall instead be subject to final and binding arbitration and not decided by a court or a jury. This means that the Parties have selected arbitration as the sole and exclusive forum for the Parties to sue or be sued for all Covered Disputes, regardless of when the dispute first arose and irrespective of the time period(s) involved in the dispute (subject to the applicable statute of limitations), and that none of the Parties shall have any right to bring or litigate any Covered Disputes in court or before a jury.

The term "Covered Disputes" is defined to mean disputes and claims arising out of or relating to this Addendum (including the terms and conditions contained in the Arbitration and Class-Waiver Provision), the Parties' relationship, and this Service that you have with A+FCU, regardless of the legal theory asserted or the relief sought, and regardless of whether they arose in the past, may currently exist or may arise in the future. Covered Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Covered Disputes include not only claims that relate directly to A+FCU or Experian, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which A+FCU or Experian may be directly or indirectly liable, even if A+FCU or Experian are not properly named at the time the claim is made.

The term "Covered Disputes" does not mean, and excludes, any of the following:

- a. Disputes or claims filed, or eligible to be filed, by you or by A+FCU or Experian individually in a small claims court, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall become a Covered Dispute.
- b. Disputes or claims that are proceeding before an administrative body (such as an administrative agency or any other non-court governmental unit) or are before a court reviewing or deciding an appeal of an administrative agency decision;
- c. Disputes or claims brought under or governed by any law, statute, regulation, or other binding authority that prohibits pre-dispute arbitration agreements or the arbitration of the particular type of dispute that would otherwise be a Covered Dispute;

- d. The Parties' exercise of any post-judgment enforcement measures, such as attachment or garnishment;
- e. Our enforcement of any lien or other security instrument, provided however that we may elect to arbitrate any judicial challenge to such enforcement or counterclaim asserted in such an enforcement proceeding;
- f. Collection cases filed by us under any note or other loan agreement, provided however that this exclusion shall not apply to any counterclaim asserted in such a collection case that would otherwise be a Covered Dispute;
- g. Our right to exercise self-help remedies, such as the right of set-off or the right to restrain funds in an account, provided however that you, A+FCU or Experian may elect to arbitrate any related disputes;

The Parties intend to require arbitration of all Covered Disputes that can lawfully be subject to the Arbitration and Class-Waiver Provision. In any situation where an applicable federal or state arbitration law may restrict or foreclose arbitration of any Covered Dispute and another applicable state or federal arbitration law permits arbitration of the Covered Dispute, the Parties intend that the law permitting arbitration shall govern, to the fullest extent authorized by law.

The terms of the Arbitration and Class-Action Waiver Provision shall and will continue to apply regardless of the date that you first or last began or ended a relationship with the Credit Union and regardless of when any Covered Dispute arose, subject to the applicable statute of limitations.

Because the term "Covered Disputes" only covers disputes or claims that either party has the legal right to sue for in court or before a jury, it is understood that nothing in the Arbitration and Class-Waiver Provision limits or forecloses any legal rights that any party may have to commence, participate in, or assist others in any proceeding or investigation of any nature before or related to an administrative, regulatory, or law enforcement agency.

If there are any ambiguities in the terms or conditions of the Arbitration and Class-Waiver Provision (or, for the sake of clarity, any provisions that are inconsistent), it is the Parties' intent that all ambiguities or inconsistencies be resolved in favor of arbitration.

The Arbitration and Class-Waiver Provision shall survive (a) termination of your enrollment in this Service.

If any portion of this Arbitration and Class-Waiver Provision is deemed invalid or unenforceable, then that portion shall be limited or construed so as to render the provision enforceable or, if necessary, shall be severed and the remainder of this Arbitration and Class-Waiver Provision shall remain in force.

B. Individual Arbitrations; No Consolidated or Joint Actions; Class and Collective Action Waiver

The Parties agree that all Covered Disputes brought by a Party against the other will be arbitrated solely on an individual basis and only between the Parties. No arbitration will be permitted on a class-action, collective-action, or any other group, representative, consolidated or joint basis. The arbitrator shall have no authority to consider or resolve any claim or issue in a Covered Dispute on any basis other than on an individual basis between the Parties. The arbitrator may not consolidate or join one or more Covered Disputes with any dispute related to any other person or entity.

With respect to any Covered Dispute, the Parties waive their right to commence, become a party to, or in any way participate as a representative or a member in any class action, collective action, or group or representative action, proceeding, or claim against the other or in any such action or claim consolidated or joined with another person. Each Party agrees to opt-out of or be severed from any such other action, proceeding, or claim.

Nothing in this Arbitration and Class-Waiver Provision limits or forecloses any Party's right to give testimony or assist another private or a governmental party in any proceeding of any nature.

C. Usage of AAA or JAMS; Arbitrator to Decide All Issues

All arbitrations shall be initiated before either the American Arbitration Association ("AAA") or JAMS. Arbitrations before the AAA shall be subject to the AAA Consumer Due Process Protocol in concert with the AAA Consumer Arbitration Rules in effect on the date the arbitration is filed. Arbitrations before JAMS shall be subject to either the Streamlined or Comprehensive Arbitration Rules and Procedures in effect on the date the arbitration is filed.

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 initiate the arbitration, you must notify us in writing at:

A+FCU
P.O. Box 14867
Austin, Texas 78761-4867

Experian
475 Anton Blvd
Costa Mesa, CA 92626

If A+FCU or Experian initiate the arbitration, A+FCU or Experian will notify you in writing at your last known address on file.

If JAMS or the AAA is unable or unwilling 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 Federal Arbitration Act.

Subject to the explicit restrictions in the Arbitration and Class-Waiver Provision, the arbitrator (and not a court or jury) shall decide all issues in any Covered Dispute including but not limited to issues regarding timeliness, scope of arbitrator's authority, whether a dispute is covered by the provisions of the Arbitration and Class-Waiver Provision, arbitration procedures, statute of limitations, and all other issues regarding the application, interpretation, enforceability, coverage, formation, existence, and implementation of the Arbitration and Class-Waiver Provision.

If there is a conflict between a particular provision of the AAA or JAMS Rules and this Arbitration and Class-Waiver Provision, this Arbitration and Class-Waiver Provision will control.

D. Location of Arbitration; Selection and Authority of Arbitrator; Full Remedies Available; Choice of Law; Statute of Limitations; Enforceability

The Parties agree that the arbitration shall be held at an AAA or JAMS office closest to your residence (if you are a Texas resident) or closest to Austin, Texas (if you are not a Texas resident) unless:

- a. The Parties agree to a different location in writing; or,
- b. The arbitrator determines, upon your written request that it is appropriate or necessary based on your financial resources to transfer the arbitration to a location more convenient to you.

Provided, however, that in the event a party requests or petitions that a federal district court compel arbitration of a Covered Dispute, the Parties agree that the arbitration shall be held in the city or county in which the district court is located.

Arbitration proceedings may be conducted electronically (i.e., remotely) at the request of either Party. If you make a written request to the arbitrator to change the location of the arbitration, the arbitrator shall assume (and may order that) the arbitration will proceed electronically in evaluating the convenience of the location.

The Parties shall select a single arbitrator consistent with the applicable AAA or JAMS Rules and Procedures.

If a party does not appear at a hearing after all parties have received notice of the arbitration and have filed initial appearances, the Parties authorize the arbitrator to proceed with the arbitration.

Subject to the explicit restrictions in the Arbitration and Class-Waiver Provision, the arbitrator shall have the power and authority to award any individual remedy or relief available under applicable law and shall be the sole authority to interpret and apply the provisions in the Arbitration and Class-Waiver Provision of the Addendum.

Subject to the explicit restrictions in the Arbitration and Class-Waiver Provision, the arbitrator shall have the authority to apply any federal, state, or municipal law, or executive order, or any common law that the arbitrator deems applicable to the Covered Dispute, including law deemed applicable by virtue of a choice-of-law provision in the Parties' contract. Provided however that, in the case of state law, the Parties direct the arbitrator to apply the law of Texas, where the Credit Union has its principal place of business, to all Covered Disputes.

The statute of limitations for any Covered Dispute shall be consistent with the applicable federal and Texas statutory and common-law statutes of limitations.

The arbitrator shall apply the Federal Rules of Evidence and shall honor all claims of privilege recognized by applicable federal and Texas law.

The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or by us.

E. Costs; Fees

The party initiating the arbitration shall pay the initial filing fee, and the Parties shall thereafter share equally (each side shall pay one-half) of the fees and costs of the arbitrator and the arbitration forum, except that:

- a. If you file the arbitration and you prevail in the arbitration, A+FCU or Experian will reimburse you for the initial filing fee; and,
- b. If the arbitrator determines that it is appropriate or necessary based on your financial resources, A+FCU or Experian shall pay more than one-half of the fees and costs of the arbitrator and the arbitration forum, in an amount to be determined by the arbitrator as fair and equitable.

Each of the Parties shall bear its own legal fees and costs, including but not limited to attorneys' fees and expert witness fees, subject to any right to recover such fees and costs under applicable law, which the arbitrator shall apply where applicable.

F. Award

Subject to the explicit restrictions in this Arbitration and Class-Waiver Provision, in rendering an arbitration award, the arbitrator shall apply applicable and appropriate law

and shall award all statutory remedies and penalties available to an individual party, including attorneys' fees and costs to the extent authorized by and consistent with law.

At your, A+FCU or Experian request, the award shall be in writing and the arbitrator shall set forth the essential findings of fact and law.

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum under the rules of the arbitration forum. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law.

The Parties agree that a court of competent jurisdiction shall have the authority under the Federal Arbitration Act to enter a judgment upon the award made by the arbitrator or to confirm an arbitration award, and any such proceeding shall not itself be deemed a Covered Dispute.

7. Dispute Resolution

If A+FCU or Experian suspect that fraudulent misconduct is or has taken place with respect to this Service or this Addendum, or if A+FCU or Experian are notified that a Party to this Service has died or is incompetent to manage his or her affairs, or if we have been notified that a dispute exists between or among parties to the Service or third parties with regard to their respective interests in the Service, or if there are competing claims, or if A+FCU or Experian are in doubt concerning the validity of a power of attorney or other similar agency designation or concerning the respective interests of any parties to this Service, we may terminate your access to this Service. You agree, further, that A+FCU or Experian may recover any attorneys' fees or costs expended in connection with the foregoing, which fees will be payable out of the account made the subject of any such doubt, dispute, misconduct or probate proceeding.

8. Limitation of liability

By enrolling in this Service and agreeing to this Addendum, you agree that A+FCU and Experian are not liable to you for any damages, injuries, or losses arising from or relating to this Service. You further agree that your use of this Service is at your sole risk and that this Service, including all content and information available through this Service, is provided to you on an "as is" basis and subject to change at any time without notice to you.

9. No warranties

A+FCU and Experian are not responsible for any delay or failure to obtain a VantageScore® for you, and you acknowledge that A+FCU and Experian make no warranty that this Service will be uninterrupted, secure, or error-free. A+FCU and Experian expressly disclaim all warranties,

representations, and conditions of any kind relating in any way to this Service or to any content or information available through this Service.

10. Indemnification

By enrolling in this Service and agreeing to this Addendum, you agree to defend, hold harmless, and indemnify, A+FCU and Experian from and against all claims, damages, expenses, liabilities, and losses (including attorneys' fees) arising out of, relating to, or resulting from your violation of this Addendum or your misuse of this Service.

11. New features

We may, from time to time, introduce new features to this Service. Similarly, we may modify or discontinue existing features. By accessing or using any new or modified features, you agree to be bound by the terms and conditions governing those features.

12. Termination of enrollment

You may terminate your enrollment in this Service at any time by selecting the opt-out link within this Service. You agree that you will opt-out of this Service if you want us to stop obtaining new consumer report information about you in connection with this Service or if you no longer want to receive communications about this Service.

We may restrict, suspend, or terminate your enrollment in this Service at any time and for any reason without prior notice.

13. A+FCU account information

Any A+FCU account information provided to you through this Service is not the official record of your account or its activity. Your A+FCU account statements, furnished to you in a paper format (or electronically if you are enrolled in paperless statements), are the official record of your account and your account activity.

14. Credit repair disclaimer

Neither A+FCU nor Experian are credit repair organizations as defined under federal or state law, including the Credit Repair Organizations Act. Neither A+FCU nor Experian provide "credit repair" services or advice or assistance regarding "rebuilding" or "improving" your credit history, credit rating, or credit record.

15. Trademark information

VantageScore® is a registered trademark of Experian in the United States and other countries.

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