

Binding Arbitration Agreement

Arbitration; Class Action Waiver

You and the Credit Union agree to attempt to informally settle any claims or disputes arising out of, affecting, or related to this TIS Agreement, or your use of the Credit Union's products or services, or the relationships that arise from this TIS Agreement, whether based in contract, tort or otherwise ("Claim"). If that cannot be done, you and the Credit Union agree that the Claim(s) shall be resolved by binding individual arbitration pursuant to the rules applicable to consumer arbitrations adopted by Judicial Arbitration and Mediation Services (JAMS) in effect at the time the Claim is made, or such similar rules as may be adopted by JAMS. The Rules can be obtained on the JAMS website free of charge at www.jamsadr.com; or, a copy of the Rules can be obtained at any Credit Union branch 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. Neither you nor the Credit Union shall invoke the right to arbitration for any Claim filed by you or the Credit Union in small claims court so long as the Claim is pending only in that court, nor during any period that a consumer complaint you bring to a regulatory authority with regulatory oversight over the Credit Union such as the National Credit Union Administration or the California Department of Business Oversight is pending.

This Binding Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act 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 Claim. The filing fees and costs of the arbitrator shall be paid by the Credit Union. However, the parties shall each be responsible for and pay their respective costs, including attorneys' fees, incurred by them in preparing and presenting their cases during the arbitration proceedings. Arbitration hearings will be held in the United States in the county or comparable government district nearest your residence at the time the arbitration is commenced, or at another location if mutually agreed. A single arbitrator shall be appointed by JAMS in accordance with applicable JAMS rules and shall be a retired judge. The arbitrator shall have experience and knowledge regarding financial institutions and transactions. Any issue concerning whether or the extent to which a Claim is subject to arbitration, including but not limited to issues relating to the validity or enforceability of these arbitration provisions, shall be determined by the arbitrator. The arbitrator, however, shall not be entitled to determine whether any Claims are subject to class or collective arbitration; all such issues shall be determined exclusively by the Court. All statutes of limitations or other defenses relating to the timeliness of the assertion of a Claim that otherwise would be applicable to an action brought in a court of law shall be applicable in any such arbitration, and the commencement of an arbitration under this Binding Arbitration Agreement shall be deemed the commencement of an action for such purposes. Judgment upon the award rendered in arbitration shall be final and may be entered in any court, state or federal, having jurisdiction. Any relief available in a court of law can be awarded by the arbitrator including public injunctive relief under the California Unfair Competition Law and Consumer Legal Remedies Act. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules.

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.

This Agreement does not preclude you from informing any federal, state or local agency or entity of your dispute. Such agency or entity may be able to seek relief on your behalf.

If you do not consent to arbitration, you can opt out by sending a written request to the Credit Union within thirty (30) days of your receipt of this Binding Arbitration Agreement. The opt-out shall be signed by you and mailed to the Credit Union at: Credit Union of Southern California, Attn: Arbitration Opt-Out, c/o Internal Resource Center, P.O. Box 200, Whittier, CA 90608-0200. Please provide your full name, address, telephone number, and account number. Make sure to include your choice to opt-out of this Binding Arbitration Agreement. If you fail to opt out within this thirty (30) day period, you will be deemed to have consented to the resolution of your Claims through binding arbitration. Opting out of this Binding Arbitration Agreement will not terminate this TIS Agreement or affect any other rights and obligations you or the Credit Union have under this TIS Agreement. The "Effective Date" of this Binding Arbitration Agreement will be the first calendar day following thirty (30) days of your receipt of this Binding Arbitration Agreement. **THIS BINDING ARBITRATION AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE. IF A CLAIM IS FILED OR INITIATED PRIOR TO THE EFFECTIVE DATE, THIS BINDING ARBITRATION AGREEMENT WILL NOT APPLY TO SUCH CLAIM.**

In the event that the Class Action Waiver in this Binding Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Binding Arbitration Agreement shall also be unenforceable. If any term or provision of this Binding Arbitration Agreement, other than the Class Action Waiver, is held to be invalid or unenforceable, the remaining provisions shall be enforced.

This Binding Arbitration Agreement will survive termination of the TIS Agreement.

If you have questions about JAMS procedures, you should check JAMS' website, www.jamsadr.com, or call JAMS at (800) 352-5267.

Venue

Where mandatory arbitration is prohibited by law, the exclusive forum for any litigation or other action arising out of or relating to this Agreement, your use of the Credit Union's, products or services, or the relationships that arise from this Agreement shall be a court of law in the United States in the applicable United States District Court or state court where you reside at the time the action is commenced. If you do not reside in the United States at the time the action is commenced, then the exclusive forum for any such litigation or other action shall be the United States District Court for the Central District of California or the Superior Court of the State of California for the County of Los Angeles.