

ARBITRATION AND WAIVER OF CLASS ACTION

You and Broadview FCU (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 and/or any person or entity that is employed by, or owned, in whole or in part, by 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 any conduct that occurred prior to the Effective Date, including Claims against any entity that has merged into Broadview FCU, 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 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. **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. 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.

3. **Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. 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 our 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 of your intent to do so by the Effective Date, defined above. 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 in writing and received by the credit union on or before the Effective Date. Your notice of intent to opt out must be in the form of a letter that contains your name and the last 4 digits of your tax identification number, is signed by you and sent to the credit union at: Broadview FCU Account Support, 4 Winners Circle, Albany, NY 12205.

FOR MORE DETAILS or if you have questions, you may call us at 800-634-2340 or visit any Broadview FCU branch. If you have questions about AAA procedures, you should check AAA's website, www.adr.org, or call AAA at (800) 778-7879.

Merger Notice

As of August 1, 2022, Capital Communications FCU (CAP COM) and State Employees FCU (SEFCU) officially merged to become one new credit union, **Broadview Federal Credit Union**. “CAP COM,” “Capital Communications Federal Credit Union,” “SEFCU,” and “State Employees Federal Credit Union” are now considered our “Legacy Names.”

While we update everything to reflect Broadview Federal Credit Union, we will temporarily operate in some instances under our Legacy Names and you may see “CAP COM, a division of Broadview Federal Credit Union” and “SEFCU, a division of Broadview Federal Credit Union.”

No matter what name you see on signage, in documents, etc., we have officially become one legal entity, and are now Broadview Federal Credit Union.

As a member, you will see certain documents labeled with the Legacy Names however, you are doing business with one credit union, Broadview Federal Credit Union.

For example, you shall consider any reference to “SEFCU” or “CAP COM” in your account opening documents, deposit requests, or existing loan documents to be replaced with “Broadview FCU” wherever it appears therein. Similarly, applications for new deposit accounts or consumer loans may reference the Legacy Names CAP COM or SEFCU, but your obligation is with Broadview Federal Credit Union.

With regard to deposit insurance, if you have funds on deposit at both CAP COM and SEFCU, as of February 1, 2023, those deposits shall be combined to determine your maximum deposit insurance coverage.

THIS NOTICE PROVIDES IMPORTANT INFORMATION REGARDING THE CAP COM FCU/SEFCU MERGER. PLEASE RETAIN THIS NOTICE WITH YOUR DOCUMENTS