

## **Binding Arbitration and Jury and Class Action Waiver**

**RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY.**

**YOU AND NAVIGANT CREDIT UNION HEREBY MUTUALLY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY AND ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER YOU OR THE CREDIT UNION WHETHER THE DISPUTE, CONTROVERSY OR CLAIM IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT.**

**NO PERSON ENTITLED TO DEMAND ARBITRATION HEREUNDER SHALL BE PERMITTED TO ASSERT A DISPUTE OR CLAIM THAT IS ON BEHALF OF ANY OTHER PERSON OR PERSONS AND NO ARBITRATION PROCEEDING UNDER THIS AGREEMENT MAY BE CONSOLIDATED WITH ANY OTHER ARBITRATION OR OTHER PROCEEDING, NOR MAY ANY ARBITRATION BE COMMENCED ON A CLASS BASIS.**

As used in this document, the words “We,” “Our” and “Us mean Navigant Credit Union, and the words “You” and “Your” mean each account owner and anyone else with the authority to deposit, withdraw, or exercise control over the funds in any account (the “Account”) held at Navigant Credit Union.

**Agreement to Arbitrate Disputes**. Either You or We may elect, without the other’s consent, to require that any dispute between You and Us concerning Your Accounts, and/or any services related to Your Accounts, be resolved by binding arbitration, except for those disputes specifically excluded herein or by law.

**Applicable Law**. This arbitration agreement (the “Agreement” or the “Arbitration Provision”) is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the “FAA”). The Agreement shall be governed by the laws of the State of Rhode Island, without regard to its conflict of laws principles. Any claim or defense that could be asserted in a court proceeding can be asserted in an arbitration pursuant to this Agreement, including any statute of limitations or other defense relating to the timeliness of the assertion of a claim that otherwise would be applicable in an action brought in a court of law. The commencement of an arbitration under this Agreement shall be deemed the commencement of an action for such purposes.

**Disputes Covered by Arbitration**. Claims or disputes between You and Us arising out of or relating to Your Account(s), transactions involving Your Account(s), safe deposit box, or any related service with Us are subject to arbitration. Any claims or disputes arising from or relating

to this agreement, any prior account agreement between You and Us, or the advertising, the application for, or the approval or establishment of Your Account(s) are also included. All such claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such disputes are referred to in this section and hereafter as "Claims".

An exception to arbitration of Claims is that both You and We have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is within that court's jurisdiction and proceeds on an individual basis. Claims or disputes arising from Your status as a borrower under any note, loan agreement or other evidence of indebtedness with the Credit Union and mortgages, security agreements and other documents securing the same are also excluded from this Resolution of Disputes by Arbitration provision.

**Appeal Rights.** The arbitrator must issue a written decision setting forth his or her decision and the reasons for that decision. If the arbitrator makes an error of law, the resulting award may be appealed to the courts in accordance with applicable state or federal law. Judgment upon an award rendered in arbitration shall be final and binding on all parties to the arbitration, and may be entered in any court, state or federal, having jurisdiction.

**Confidentiality.** Each party to this Agreement agrees to maintain the confidentiality of any arbitration or other legal proceedings, and not to publicize or disclose to third parties any matters relating to such proceedings, the underlying dispute involved, or any decision, settlement, or other resolution, except with the prior written consent of the other party or as required by applicable law.

**No Class Action or Joinder of Parties.** YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY ON YOUR OR OTHERS' BEHALF, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by You and Us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on Your Account(s) and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

**Initiating Arbitration.** To begin an arbitration proceeding under this Agreement, the initiating party must send a Demand for Arbitration to the other party and a copy of the Demand for Arbitration and the initial filing fee to one of two neutral arbitration forums: the American Arbitration Association ("AAA") or JAMS. Forms of the Demand for Arbitration, information about payment and amount of filing fees, and other information regarding AAA or JAMS are available on the respective organizations' websites.

**The Arbitration Proceeding.** The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association (“AAA”) or JAMS. For all arbitrations proceeding before AAA or JAMS, that organization’s code of procedures in effect at the time the arbitration claim is filed will apply to that proceeding. If there is a conflict between that code and this arbitration provision and/or this Agreement, this arbitration provision and/or this Agreement shall control. If JAMS or AAA is unable 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 FAA).

**Location and Venue.** Arbitration hearings will be held at a location chosen by the selected arbitrator, with a preference for Providence, Rhode Island or a suitable location no further than 30 miles from Your home address so long as that address is within the State of Rhode Island or Massachusetts.

**Costs.** The party initiating the arbitration shall pay the initial filing fee. If You file the arbitration and an award is rendered in Your favor, We will reimburse You for Your filing fee. If there is a hearing, We will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, We will advance or reimburse filing and other fees if the arbitrator rules that You cannot afford to pay them or finds other good cause for requiring Us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

**Right to Resort to Provisional Remedies Preserved.** Nothing herein shall be deemed to limit or constrain Our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien We may hold in property, to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that You or We may elect to arbitrate any dispute related to such provisional remedies. A decision to arbitrate a dispute related to any such provisional remedies shall not act as a waiver of any right retained by either party with respect to such remedies.

**Severability, Survival.** These arbitration provisions shall survive (a) termination or changes to Your Accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of Your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Agreement shall remain in force. No portion of this Agreement may be amended, severed, or waived absent a written agreement between You and Us.

**Applicability Limitation.** Arbitration will not apply to Your Account as long as You are an active duty Service Member.