

**Updated 3/24/2025- All online/mobile banking users are asked to agree to the terms and conditions. Scroll to the bottom to click agree. . The Online Banking Agreement contains updates to our credit union name, and additional information to match your Membership Terms and Conditions.**

### **Electronic Notices, Disclosures, and Transactions Agreement**

By accepting the BrightBridge Credit Union's "Electronic Notices, Disclosures, Transactions Agreement", you agree to the terms and conditions listed below that apply to any of the following activities:

- conducting transactions electronically;
- receiving disclosures and notices electronically for an account or loan that you are applying for online; or
- receiving account disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (e-Statements) for your BrightBridge Credit Union deposit account(s).

If you do not consent, you will still be able to complete these activities in-person at one of our branches, but you will not be given access to conduct them electronically.

Note: Consenting to receive communications under this disclosure will not automatically enroll you in e-statements.

The words "we," "us," and "our" refer to BrightBridge Credit Union, and the words "you" and "your" mean you, the individual(s) or entity identified on the Account(s). As used in the disclosure, "account" means the account you have with us. "Communication" means any member agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service or account, including but not limited to information that we are required by law to provide to you in writing.

### **Communications Provided in Electronic Form**

You agree that we may provide you with any communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper communication to you, unless and until you withdraw your consent as described below.

Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the account or the product or service available through online banking for your account.
- Notices or disclosures about a change in the terms or change in fees of your account.
- Online banking agreement
- Privacy policies and notices

- Monthly (or other periodic) billing or account statements for your Account(s)
- Lending disclosures

### **Method of Providing Communications in Electronic Form**

All communications by BrightBridge Credit Union to you in electronic form will be provided either by:

1. Email
2. Posted on website
3. Online banking
4. Online applications
5. E-statements
6. Email marketing and newsletter tied to a new product or promotion
7. Online ads
8. Digital marketing

### **Note:**

- At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications.
- BrightBridge Credit Union will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, your access and use of Online Banking may be terminated.
- Any withdrawal of your consent to receive electronic Communications will be effective after a reasonable period of time to process your withdrawal.

### **How to Request Paper Copies**

BrightBridge Credit Union will never send you a paper copy of any communication, which is available electronically, unless requested.

- You can obtain a paper copy of an electronic communication by printing it yourself, or by a mailed paper copy.
- You can request a mailed paper copy by writing us at PO Box 909, North Andover, MA 01845, calling 800-356-0067 or contacting your nearest BrightBridge Credit Union branch location.
- The Credit Union may charge you a reasonable service charge for requested mailed copies but will notify the member of the charge prior to completing the request.

- The Credit Union reserves the right, but assume no obligation, to provide a paper (instead of electronic) copy of any communication that you have authorized us to provide electronically.

### **Updating Your Records**

You can update your information by writing us at PO Box 909, North Andover, MA 01845, accessing the Settings section of your online/mobile banking, calling 800-356-0067 or contacting your nearest BrightBridge Credit Union branch location.

- It is the member's responsibility to provide BrightBridge Credit Union with accurate and complete email address and contact information.
- It is the member's responsibility to maintain and update promptly any changes in your information.

### **Hardware and Software Requirements**

To Participate in Online Banking and to access, view, and retain electronic Communications your system will need the following requirements:

- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit and/or a personal printer in order to save and retain your electronic Communication
- A working email account that is up to date with us
- A device with a Windows or Apple OS X computing platform, or an Android or iOS mobile platform.
- Access to the internet through your internet service provider (ISP)
- Ability to open a PDF
- PC: Microsoft supported Windows version running one of the two most recent versions of Microsoft Edge, Google Chrome, Mozilla Firefox, or Safari.
- OSX: Versions that are still supported by Apple running one of the two most recent versions of Microsoft Edge, Google Chrome, Mozilla Firefox, or Safari.
- Mobile devices: Current version and the two most recent major versions of iOS and Android, and one of the last two major versions of Chrome for Android or Mobile Safari

Note: BrightBridge Credit Union is not responsible for any electronic virus or viruses a member may encounter. It is BrightBridge Credit Union's recommendation for the member to perform routine scans for your PC by using a virus protection product.

### **Communications in Writing**

All Communications in either electronic or paper format from BRIGHTBRIDGE CREDIT UNION to you will be considered "in writing." You should print or download a copy of this Disclosure for your records and any other communication that is important to you.

## **How to Cancel Electronic Communications**

You may withdraw your consent to receive communications at any time in electronic form by:

1. Writing us at PO Box 909, North Andover, MA 01845
2. Visiting [www.brightbridge.com/contact-us](http://www.brightbridge.com/contact-us)
3. Calling 800-356-0067
4. Contacting your nearest BrightBridge Credit Union branch location.

## **Termination / Changes**

BrightBridge Credit Union reserves the right, in sole discretion, to discontinue the provision of your electronic communications, or to terminate or change the terms and conditions on which we provide electronic communications. BrightBridge Credit Union will provide you with notice of any such termination or change as required by law. It may be necessary to change the terms or conditions regarding your statement access. In such an event, BrightBridge Credit Union will notify you via email communications or written notification.

## **Federal Law**

You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and BrightBridge Credit Union both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

## **BrightBridge Credit Union Online Banking Agreement and Disclosure**

This Online Banking Agreement and Disclosure is the contract which governs your and our rights and responsibilities concerning the Online Banking and Bill payment services offered to you by BrightBridge Credit Union. This agreement applies to all persons that are parties to the accounts. In this Agreement, the terms “you” and “your” refer to each depositor on the account accessible by Online Banking, and the terms “we”, “us”, and “our” refer to BrightBridge Credit Union. The term “account” refers to any one or more share and share draft accounts you have with us. This agreement applies to services you use from us, as applicable (each, a “Service”) offered through our online banking platform or mobile banking application (referred to as “Platform”). Your accounts at BrightBridge Credit Union are also governed by the Membership Agreement and applicable account disclosures obtained at account opening (“Membership Agreement and Disclosure Statements”). The Membership Agreement and Disclosure Statements continue to govern your relationship with BrightBridge Credit Union in addition to this Agreement. BrightBridge Credit Union will provide instructions on how to use our online banking services. You will gain access to your online accounts through the use of your Internet-enabled device(s), your Internet service provider, your User ID, your Password, and agreeing to the terms and conditions set forth. You may access your online accounts 24 hours a day, seven days a week. However, the availability

of services may be suspended for brief periods of time for purposes of maintenance, updating, software revisions, or emergencies.

Your strict compliance with this Agreement and all other agreements with BrightBridge Credit Union is a condition to your ability to access and use Online Banking for any of its features. You agree that you will not use Online Banking in any unauthorized manner. We may terminate Online Banking access at any time.

Users that are inactive for over 12 months may be deleted from the system at BRIGHTBRIDGE CREDIT UNION's discretion.

## **1. Service Cancellation**

If you wish to cancel any of the Online Banking services offered through Online Banking and thus this Agreement, please send us cancellation instructions in writing to BrightBridge Credit Union, PO Box 909, North Andover, MA 01845. We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by us on your behalf.

## **2. Types of Transactions**

The services you may access through Online Banking include:

- Transfer funds from your savings, checking, and money market accounts.
- Transfer funds to your savings, checking, loan, and money market accounts.
- Obtain balance information for your savings, checking, loan, IRA, money market, club, and certificate accounts.
- View up to 18 months of transaction history on your savings, checking, and money market and loan accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Line of Credit accounts.
- Determine if a particular item has cleared.
- Obtain tax information on the amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized payees.
- Make External Transfers from your savings and checking accounts.
- Make External Transfers to your savings and checking accounts.
- Transfer funds from your savings, checking and money market accounts to another member's savings, checking and money market accounts at the Credit Union.

All other existing fees as outlined in the Membership Agreement and Disclosure Statements or the current fee schedule for particular products or services may be applied to Online Banking transactions as applicable.

**The services you may access through Bill Payment include:**

- Make payments from checking to third parties such as utilities, credit cards, telephone, etc. Please allow up to four days for electronic payments and ten days for payments made by check to third parties.

If you have signed up for bill payment service, you can pay bills either on an automatic recurring basis or periodically as you request. You will need to designate which account(s) will be used for bill payment. You will need to provide us with the name and address of the payee, your account number with that person and any other information we will require to debit your account with us and credit your account with the payee. Any changes such as account numbers, adding or deleting payees can be entered in the appropriate fields within the bill payment section of Online Banking. Bill payments process on business days at 4:00 p.m. and 3:00 a.m. EST. Expedited payments process immediately. We reserve the right to change the process times.

You may make bill payments in any amount but they cannot exceed \$30,000 per transaction or \$30,000 per day.

BrightBridge Credit Union may suspend or terminate bill pay access if the account is in collections or if there is abuse of the service.

**3. Supported Browsers and Devices**

Computer hardware and software are required to access Online Banking. You will need a web browser with 128-bit encryption. We do not assume any responsibility for providing, maintaining or supporting the hardware and software required for member access to Online Banking. Our current supported browsers include:

- Google Chrome: Latest 2 versions
- Firefox: Latest 2 versions
- Microsoft Edge: Latest 2 versions
- Safari: Last 2 major versions or 1 major version if over 1 year old
- Chrome for Android: Current device operating system browser
- Mobile Safari for IOS: Current device operating system browser

An alert will appear if you access online banking through a browser that is not supported.

Our online banking supports Windows and Apple OS X computing platforms as well as Android and IOS mobile platforms. Our current supported devices include:

- Windows: versions that are still supported by Microsoft and support a browser listed above
- OSX: versions that are still supported by Apple and support a browser listed above

- Android: Current version and the 2 most recent major versions
- IOS: Current version and the 2 most recent major versions

#### **4. Online Banking Passwords**

You agree to keep the password safe and to not record, disclose or make the password available to anyone. Anyone who has access to your password will have full access to your accounts and the services you can perform on Online Banking. You have no ability to limit any such person's authority. If anyone uses your password with your permission, you will be responsible for any transactions performed by that person.

In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User ID;
- Do not leave your PC or mobile device unattended while you are in the Credit Union's Online Banking site;
- Do not allow your Internet browser to store your Online Banking User ID or Password;
- Never leave your account information within range of others;
- Do not send privileged account information (account number, Password, etc.) via any public or general e-mail system;
- Keep your virus protection up to date;
- Joint account owners should register for their own login for online banking;

If you believe your Password has been lost or stolen, please use the Change Password feature under the Profile tab of the service to change your Password.

Tell us AT ONCE if you believe your Password has been lost or stolen. Telephoning us is the best way of reducing your possible losses. You could lose all the money in your accounts. If you tell us within 2 business days after you learn of the loss or theft of your Password, you can lose no more than \$50 if someone used your Password without your permission. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at (800)356-0067 or write to us at BrightBridge Credit Union, 500 Merrimack Street, Lawrence, MA 01843.

If you grant access to an individual through Shared Access or through Business Admin, you are responsible for the level of access the individual has and the transactions they conduct.

Your duty to report other errors or problems: In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement and transaction history with reasonable promptness for any other error or problem - such as an

unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

## ACCOUNT SECURITY

Duty to protect account information and methods of access - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment.

### **5. Business Days**

Our business days are Monday through Friday excluding Federal Holidays.

### **6. Limitation of Frequency of Transfers**

A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us.

The following transaction limitations apply to transfers:

#### Internal Transfers Limits

- Single Transaction---\$100,000
- Daily Cumulative---\$100,000
- Weekly Cumulative---\$500,000
- Monthly Cumulative---\$500,000

#### External Transfers Limits

- Single Transaction---\$20,000



- Daily Cumulative---\$20,000
- Weekly Cumulative---\$100,000
- Monthly Cumulative---\$100,000

External transfers are processed business days at 1:00 p.m. EST. All external transfers must be entered by 12:00 p.m. EST on a business day to be included in that date's processing.

For security and fraud prevention reasons, we may impose limits on the number and dollar amount of transfers you can make using online banking, and mobile banking. These limits may be changed at any time without prior notice if necessary to maintain or restore the security of your account or our electronic funds transfer system.

Deposits can be made into a passbook savings account using online banking, and mobile banking. Transfers cannot be made from a passbook savings account using online banking, or mobile banking.

## **7. Your Right to Receive Documentation of Transfers**

You will receive a monthly account statement from us for your checking accounts. You will receive a monthly account statement from us for your savings accounts unless there are no transfers in a particular month. In any case you will receive a statement at least quarterly.

## **8. Confidentiality**

In order that your privacy may be protected, we will not disclose any information about you or your account to any person, organization, or agency except:

- For certain routine disclosures necessary for the completion of a transfer;
- For verification of the existence and condition of your account for a credit bureau or merchant;
- To persons authorized by law in the course of their official duties;
- To our employees, auditors, service providers, attorneys or collection agents in the course of their duties;
- Pursuant to a court order or lawful subpoena;
- To a consumer reporting agency as defined in Chapter 93 of Massachusetts General Laws.

## **9. Information Sharing**

We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. You can refer to our Privacy Policy to learn more about how we collect, share, and protect your personal information.

## **10. Right to Stop Payment and Procedure for Doing So**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call (800)356-0067, write to us at 500 Merrimack Street, Lawrence, MA 01843, or submit a request through Online Banking in time for us to receive your request three

business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you for each stop payment order. The charge for stopping payment is identified in our current fee schedule and may be amended from time to time.

If you desire to stop any transfer that has already been processed, you must contact us for the service pursuant to section 12, Error Resolution Notice, of this agreement. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the fee schedule.

#### **11. Liability for Failure to Stop Payment of Preauthorized Transfer**

If you order us to stop a preauthorized transfer three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### **12. Error Resolution Notice**

In case of errors or questions about your electronic transfers, telephone us at (800)356-0067 or write us at BrightBridge Credit Union, 500 Merrimack Street, Lawrence, MA 01843.

Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. You must include:

- Your name and account number;
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
- The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transaction involves a new account) after we hear from you and will correct any error promptly. If we need more time however, we may take up to 45 calendar days (90 days if the transaction involves a new account, a point of sale transaction or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transaction involves a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered new for the first 30 days after the first deposit is made unless each of you already has an established account with us before this account was opened. We will tell you the results within 3 business days after completing the investigation. If we decide there was no error, we will send you a written explanation. You may inspect or ask for copies of the documents that we used in our investigation.

#### **13. Financial Institution's Liability**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages.

However, there are some exceptions. We will not be liable, for instance:

- if, through no fault of ours, you do not have enough money in your account to make the transfer;
- if you have an overdraft line and the transfer would go over the credit limit;
- if the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- if circumstances beyond our control (such as fire or flood) prevent the transfer, despite any reasonable precautions that we have taken;
- if the funds are subject to legal process or other encumbrance restricting such transfer; or
- there may be other exceptions stated in our agreement with you.

#### **14. Addition of Electronic Fund Transfer Services**

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. We may, from time to time, introduce new services or enhance the existing services. We shall notify you of the existence of these new or enhanced services. By using these services when they become available, you agree to be bound by the obligations concerning these services, which will be sent to you.

#### **15. Acceptable Use**

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors.

## **16. Intellectual Property**

All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the service, the portion of the platform through which the service is offered, the technology related to the platform and service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the platform or service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

## **17. Remedies**

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Platform or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

## **18. Disputes**

In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

## **19. Arbitration**

Solely for purpose of this Arbitration Agreement, the terms "we" and "us" in addition to referring to BrightBridge Credit Union, also refer to BrightBridge Credit Union's employees, officers, directors, parents, agents, subsidiaries, affiliates, successors and assigns.

From time to time, you may have concerns having to do with your account or other matters. Most concerns can be resolved by calling our representatives at (800)356-0067. In the event that a

Dispute (as defined below) arises between us, you and we agree to resolve the Dispute exclusively through binding individual arbitration before the American Arbitration Association (“AAA”) in accordance with terms set forth in this Arbitration Agreement, and not through litigation in any court or any other forum except as set forth below under the heading “Small Claims Court Option”. Some rights (such as the right to obtain information from the other party the right to appeal a decision) may be more limited in arbitration than they would be in a court proceeding. You and we agree and acknowledge that in our relationship arising from the BrightBridge Credit Union Membership and Account Agreement and your account, the parties are participating in transactions that involve interstate commerce, and that the Federal Arbitration Act (“FAA”) governs the interpretation and enforcement of this Arbitration Agreement.

**JURY TRIAL WAIVER. YOU AND WE AGREE TO WAIVE ANY RIGHT YOU OR WE MAY HAVE TO A JURY TRIAL OR TO THE OPPORTUNITY TO LITIGATE ANY DISPUTE IN COURT.**

**CLASS ACTION WAIVER. YOU AGREE TO WAIVE ANY RIGHT YOU MAY HAVE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION AGAINST US OR TO PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY SOMEONE ELSE.** You agree not to join in a Dispute with anyone other than persons who are joint account owners or beneficiaries on your account.

**Disputes Covered.** The term “Dispute” includes any and all claims, disputes, actions or other controversies, whether based in contract, tort, statute, fraud or any other legal or equitable theory, that arise out of or are related to this agreement; your account; any transaction, service, product or fee related to your account; or any other aspect of the relationship between us. Disputes subject to arbitration include those based on present, future or past events (including events that occurred before the effective date of this Arbitration Agreement or any earlier agreement governing the terms and conditions of your account), whether asserted as original claims, counterclaims, cross-claims, third-party claims, interpleaders, or in any other form.

**Mail a Notice of Dispute.** If you have a Dispute and our representatives cannot resolve it, send a written Notice of Dispute to the Notice Address listed above. The Notice must describe your Dispute and clearly state what you want us to do. If we do not reach an agreement to resolve the Dispute within 30 days after we receive the Notice, either you or BrightBridge Credit Union may commence an arbitration proceeding or seek relief in small claims court as specified below.

**Small Claims Court Option.** If a Dispute is for an amount up to the maximum amount that may be sought in a small claims court in the jurisdiction in which you reside, you or we may elect to resolve your Dispute as an individual action in such small claims court, but in no other court, in lieu of arbitration.

**Initiating Arbitration.** To start an arbitration, a party must send a Consumer Arbitration Rules Demand for Arbitration (“Demand”) to the other party and submit a copy of the Demand and filing fee to the AAA. The form of Demand, the ways to submit a Demand to the AAA, and other information about the arbitration process are available at [www.adr.org](http://www.adr.org) or (800)-778-7879.

**Arbitration Procedures.** The AAA will conduct the arbitration under its Consumer Arbitration Rules (“AAA Rules”), as they may be modified by this Arbitration Agreement. Any Dispute submitted for

arbitration shall be heard and decided by a single arbitrator. For Disputes less than \$10,000.00, the arbitration will be conducted pursuant to the AAA's Procedures for the Resolution of Disputes through Document Submission unless the arbitrator determines that an in-person, telephone or videoconference hearing is necessary. For Disputes \$10,000.00 or greater, arbitration may be conducted in person, through the submission of documents, or by phone or videoconference, and the parties' right to a hearing will be determined by AAA Rules. Proceedings that cannot be conducted through the submission of documents or by phone or videoconference will take place at a location reasonably convenient for both of us, or if we are unable to agree, at a location determined by the arbitrator.

The arbitrator shall have exclusive authority to resolve any disagreement or controversy relating to the validity, interpretation, scope or enforcement of this Arbitration Agreement, or any other part or term of this deposit account agreement, or the existence or validity of this deposit account agreement as a whole (subject to the appellate and judicial review rights set forth below). All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration. No arbitrator shall have authority to entertain any Dispute on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party. Judgment upon any arbitration award may be entered in any court having jurisdiction.

The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the arbitrator determines that the Class Action and Class Arbitration Waiver is invalid, void or unenforceable for any reason, in whole or in part, that determination is immediately reviewable by a court of law, and the parties hereby submit to the jurisdiction of such court for such purpose. The arbitration shall be stayed during the pendency of any such judicial review, including any appeals, requests for rehearing or petitions for certiorari.

**Costs of Arbitration.** If you submit a Demand to the AAA, you will pay the initial filing fee unless you get a fee waiver under the AAA Rules. If we submit a Demand, we pay the initial filing fee. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the AAA Rules and applicable law. However, we will advance or reimburse your fees if the AAA or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so.

Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. You will be entitled to recover attorneys' fees in arbitration to the same extent you could in court, in accordance with applicable law. However, though we may have a right to recover attorneys' fees if we prevail in arbitration, we agree that we will not seek such an award. If the arbitrator finds that your Demand was not made in good faith or is frivolous, you agree to reimburse us for all monies previously disbursed by us that are otherwise your obligation to pay under AAA Rules.

**Preservation of Remedies.** You or we can do the following without giving up the right to require arbitration:

- Seek remedies in small claims court on an individual basis for Disputes within that court's jurisdiction, unless these Disputes are transferred, removed, or appealed to a different court. If so, either you or we can require the transfer of these Disputes to arbitration. Disputes filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, nonrepresentative) Dispute.
- Seek judicial provisional remedies.
- Exercise self-help remedies and take measures that do not involve a court or arbitration, including, but not limited to, setting off against your account(s).
- Comply with other contractual or mandatory regulatory procedures before a Dispute may be brought to arbitration.

Modification. Notwithstanding BrightBridge Credit Union's right to amend the terms of this Arbitration Agreement, arbitration of any Dispute will be conducted pursuant to the terms of this Arbitration Agreement in effect at such time as BrightBridge Credit Union receives Notice of the Dispute, in writing, at the Notice Address listed above. If we make a change to this Arbitration Agreement (other than address changes), you may reject that change by sending us written notice, within 30 days of the change, to the Notice Address listed above. If you do so, the most recent version of this Arbitration Agreement that was in effect before the change you rejected will apply. This Arbitration Agreement shall survive the closing of your account and remain binding on you and your heirs, legal representatives, successors and assigns.

Severability. If any term of this Arbitration Agreement, other than the Class Action and Class Arbitration Waiver, is deemed or found to be invalid, void or unenforceable for any reason, that term shall be deemed severable and shall not affect the validity or enforceability of any remaining term. The Class Action and Class Arbitration Waiver is non-severable and if, following the conclusion of the judicial review process described above, it is deemed or found to be invalid, void or unenforceable for any reason, this entire Arbitration Agreement shall be null and void.

## **20. Indemnification**

You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Platform or the applicable Service.

## **21. Release**

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

## **22. No Waiver**

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **23. Exclusions of Warranties**

THE PLATFORM AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

## **24. Limitation of Liability**

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE PLATFORM THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 17 AND 18 OF THE AGREEMENT ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE



CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.