

To continually improve our service and value to members, we are updating our Membership & Account Agreement (“Account Agreement”) with you. In our new Account Agreement, we have more clearly addressed the incredible value of membership, savings and lending products and services with us, and the numerous advantages and important responsibilities that accompany the privilege of membership. These changes make our agreements easier for you to access, read and use, improve our ability to help you with products and services by phone and online, and most importantly *serve the best interests of our members*. For your convenience we have summarized key major changes to our new Account Agreement below. The changes described below are not all the changes to the Account Agreement and you should read the entire Account Agreement. Each matter summarized has a number for you to locate and read the specific provision where the matter is addressed in the new Account Agreement. In conjunction with the updated the Account Agreement, we have updated certain disclosures to be consistent with the Account Agreement. You can obtain the new Account Agreement and updated disclosures on our website at [www.cudenver.com/disclosures](http://www.cudenver.com/disclosures), at our branches or by contacting us during business hours at 303-234-1700 or 1-800-279-3288.

Please access, read, and keep a copy of the new Account Agreement so that you can refer to it anytime about matters that affect the products and services you have with us. Your continued use of your account(s) with Credit Union of Denver tells us you accept and agree to be bound by the updated Account Agreement. Should you have questions about any matter addressed in the new Account Agreement or need assistance with any product or service with us, please contact us during business hours and we will be happy to assist you. Thank you again for being a valued member of our credit union. We greatly appreciate it!

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### Summaries of Important Provisions in the New Account Agreement

- Overdraft - Clarified terms and available overdraft sources - *See Sections 14 and 15(b)*.
- Checking Accounts - Updated terms and conditions regarding Checking Accounts - *See Section 15*.
- Balances – Added definition of Actual and Available Balances - *See Sections 16 & 17*
- Checks – Added provision regarding depositing a Post Dated or Stale Check - *See Sections 19(b) & 20(b)*
- Biometrics/Fingerprints- Added provision regarding use of Biometrics/Fingerprints – *See Section 25*
- Transfer Limits - Updated the transfer limitations applicable to certain account types - *See Section 37*
- Foreign Transactions - Updated the provisions regarding foreign transactions – *See Section 61*
- Multiple Presentments - *See Section 18(a)*

**Multiple Presentments.** Multiple “presentments” are any time an item or transaction is presented for payment more than once, which is beyond the control of the credit union. Each presentment will be charged a separate NSF fee even though it may be for a repeat presentment. In other words, a single check, debit, or other withdrawal is subject to multiple fees if presented multiple times.

- Communication - *See Section 23*

**Communication.** By providing the credit union with your contact address, email address, telephone, &/or cellular phone, you expressly consent to receiving direct mail, emails, telephone calls, and SMS text messages from the credit union as well as its agents and/or vendors (the “Parties”) in connection with your account. The Parties will not charge you for such calls or texts. Your wireless carrier may charge you for incoming calls and text messages according to your plan.

- Arbitration & Waiver of Class Action - *See Section 72*

**Arbitration & Waiver of Class Action.** You and 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 (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 conduct that occurred prior to the Effective Date, 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](http://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 a 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 MEMBERSHIP AND 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.

- 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, then You and the credit union shall select an arbitrator from the Judicial Arbitrator Group, and failing that, from JAMS-Denver.

- b. **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.
- c. **Arbitration Proceedings.** The arbitration shall be conducted in the federal judicial district in which you live 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. 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.
- d. **(i) Class Arbitration Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION.
- (ii) Class Action Lawsuit Waiver.** YOU ALSO UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO COMMENCE OR PARTICIPATE IN A CLASS ACTION LAWSUIT.
- e. **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.
- f. **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 Membership and 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 within thirty (30) days after the Arbitration Agreement was provided to you. 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 received by the credit union in writing at: Credit Union of Denver, Attn: Risk and Compliance, P.O. Box 261420, Lakewood, CO 80226-9420 within such thirty (30) day time period. Your notice of intent to opt out can be a letter that is signed by you that states “I elect to opt out of the Arbitration Agreement” or any words to that effect.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA’s website, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879.



9305 W. Alameda Ave.  
Lakewood, CO 80226  
303.234.1700

“Name”

“Address”

“Address 2<sup>nd</sup> Line”

“City”, “State” “Zip Code”- “Zip+4”