



LIFE WIDE OPEN.

Re: Important Contract Changes / Arbitration and Class Waiver Provisions.

Dear Intrepid Credit Union Member,

Noted below are important changes to the Terms and Conditions of Your Account. These changes will be effective February 14, 2025, and are intended to clarify our existing agreement with you.

One of the changes the Credit Union has made is adopting a new provision for **DISPUTE RESOLUTION THROUGH MANDATORY ARBITRATION AND CLASS ACTION WAIVER**. **This provision provides more clarity as to how legal disputes between the Credit Union and its members will be resolved. This change provides a way to protect our member owners and the Credit Union by working together to resolve disputes.**

Arbitration is not a mandatory condition of you maintaining an account with the Credit Union. You have the right to opt-out of this Arbitration and Class Action Waiver provision and it will not affect any other terms and conditions of your relationship with us. To opt-out, you must notify us in writing of your intent to do so before March 16, 2025, namely **within 30-days after we provide you this Arbitration and Class Action Waiver provision**. Your opt-out will not be effective and you will be deemed to have consented and agreed to the Arbitration and Class Action Waiver provision unless your notice of intent to opt-out is received by us in writing at Intrepid Credit Union, P.O. Box 159, Helena, Montana 59624. Your notice of intent of opt out can be a letter that is signed by you and states "I elect to opt out of the Arbitration and Class Action Waiver agreement" or any words to that effect. You should retain a copy of your opt-out notice and evidence of mailing. Any opt-out notice is effective only if it complies with the preceding requirements and is postmarked on or before March 16, 2025. This is the only way you can opt out of the provision. Your decision to opt out will not have any other effect on this agreement or your account with us. If you don't reject this Provision, it will be effective as of March 16, 2025. If an account is jointly owned, one owner's rejection of this provision will be deemed to be a rejection by all joint owners. In all other circumstances, your rejection of this provision will not be deemed to be a rejection of this provision by any person or entity other than you.

You can obtain the new Terms and Conditions of Your Account providing the full disclosures for these changes in online banking beginning March 16, 2025, however if you would like a copy sooner, please call our Contact Center at 406-443-5400.

Your acceptance and agreement of the revised terms will be demonstrated by your continued Membership with the Credit Union and use of our products and services.

Thank you for choosing Intrepid Credit Union for your financial needs.

Sincerely,

Intrepid Credit Union

Notice of Change to the Terms and Conditions of Your Account

ARBITRATION AND WAIVER OF CLASS ACTION –

Generally - If you have a dispute with us, we hope to resolve it as quickly and easily as possible. First, you and we agree that both of us shall attempt to informally settle any and all disputes arising out of, affecting, or relating in any way to your accounts, or the products or services the we have provided, will provide or have offered to provide to you, and/or any aspect of your relationship with us (hereafter referred to as the “Claims”). In effort to informally settle the Claims, you agree to send us written notice of the Claims telling us the nature of the Claims, the basis for the Claims and the relief you are seeking. Written notice is to be sent to:

Intrepid Credit Union
P.O. Box 159
Helena, Montana 59624

Within 20 days receipt of your written notice, you agree to negotiate resolution of the Claims with us through a telephone call, in-person meeting at one of our branches, or via. Zoom or similar electronic means. Second, if the Claims cannot be resolved informally, then you agree that any and all Claims that are threatened, made, filed, or initiated shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) or by National Arbitration and Mediation (“NAM”) in accordance with their applicable rules and procedures for consumer disputes (“Rules”) whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on AAA and NAM’s website free of charge at www.adr.org and www.namadr.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. 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 (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT) AND YOU WILL GIVE UP YOUR RIGHT TO HAVE YOUR CLAIM DECIDED BY A JURY. 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: (1) actions that are initiated in or transferred to small claims court or a comparable court of limited monetary jurisdiction, so long as they are prosecuted individually; (2) actions initiated by or against “covered borrowers” under the Military Lending Act; (3) claims involving residential mortgage secured loans covered by Regulation Z; and (4) any other claims where arbitration is now or may be prohibited by law.

Selection of Arbitrator - The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules. 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 or NAM are unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the arbitration forum for the resolution of the Claims.

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

injunctive relief. The Arbitrator shall follow the law and shall not be entitled to make errors of law. 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 and it cannot be appealed; provided, however, that either party may appeal to any Court with jurisdiction to the extent the arbitrator makes an error of law. We shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA or NAMS (or the applicable arbitration forum); except if the action to recover on the Claims is initiated by you, in which case you shall be responsible for the initial fees in accordance with the Rules. You will be responsible for your own attorneys' fees. The Arbitrator shall be entitled to award the prevailing party attorneys' fees and costs if provided for under applicable law. Nothing contained in this Arbitration Agreement shall prevent either you or us 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. Nor shall anything contained in this Arbitration Agreement prevent either you or us from exercising self-help remedies, including non-judicial foreclosure, repossession or set off.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety shall 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.

Class Action Waiver - ANY ARBITRATION OF A CLAIM SHALL 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.

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, then the remaining provisions shall remain fully enforceable.

