

LOGIX FEDERAL CREDIT UNION

**IMPORTANT: RETAIN FOR
YOUR RECORDS**

**LIMITED FEDERAL DISCLOSURE STATEMENT FOR CHANGE IN TERMS OF
MEMBERSHIP AND ACCOUNTS AGREEMENT AND DISCLOSURE, DEBIT MASTERCARD AND
LOGIX ATM CARD AGREEMENT AND DISCLOSURE, AND CREDIT CARD AGREEMENT AND
DISCLOSURE**

This limited disclosure is given in conjunction with a change in the terms of Logix Federal Credit Union's (the "Credit Union's") Membership and Accounts Agreement and Disclosure (the "Agreement and Disclosure"), the Debit Mastercard and Logix ATM Card Agreement and Disclosure (the "Debit Card Disclosure"), and the Credit Card Agreement and Disclosure (the "Credit Card Disclosure").

BRIEF SUMMARY OF IMPORTANT CHANGES IN YOUR AGREEMENT AND DISCLOSURE

The following is a summary of changes that are being made to the terms of your Agreement and Disclosure.

We have revised the "Binding Arbitration Consent and Agreement" provision in the Agreement and Disclosure as of July 1, 2020. However, the revised "Binding Arbitration Consent and Agreement" provision does not take effect until sixty (60) days after this notice was provided to you on April 1, 2021, during which time you may exercise an option to reject the revised "Binding Arbitration Consent and Agreement" provision. Further information on rejection of changes is set forth below.

For more detailed information, please refer to the "Description of Important Changes in Your Agreement and Disclosure" below.

This limited disclosure is provided by the Credit Union in compliance with the Federal Truth-in-Savings Act. This is not a complete Agreement and Disclosure, but is limited to the change in terms set forth below. If you would like a copy of the complete, revised Agreement and Disclosure, you may contact the Credit Union at:

Logix Federal Credit Union
Attention: Law Department, P.O. Box 6759, Burbank, CA 91510

DESCRIPTION OF IMPORTANT CHANGES IN YOUR AGREEMENT AND DISCLOSURE

Beginning on the Effective Date, the following changes will be made to your Agreement and Disclosure:

A revised "Binding Arbitration Consent and Agreement" replaces the prior version of the "Binding Arbitration Consent and Agreement" in the Agreement and Disclosure:

1. The First Paragraph of the Binding Arbitration Consent and Agreement now reads as follows:

You and Logix agree to attempt to informally settle any and all claims or disputes, whether in contract, tort, statute, or otherwise, affecting your Accounts and arising out of, affecting, or relating to your Account, this Membership and Accounts Agreement and Disclosure ("Agreement and Disclosure"), or the products or services Logix has provided, will provide, or has offered to provide to you, or any aspect of your Account relationship with Logix (with the exception of any sweepstakes, which are subject to their own dispute resolution provisions) (collectively, "Claims"). If that cannot be done, you and Logix agree that any Claims that are threatened, made, filed, or initiated after the Effective Date (as defined below), even if the Claims arise out of, affect, or relate to conduct which occurred prior to the Effective Date, will, at the election of either you or Logix, be resolved by BINDING ARBITRATION pursuant to the Federal Arbitration Act, 9 United States Code ("USC") Section 1, et seq. (notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue) administered by the American Arbitration Association

(“AAA”) in accordance with its applicable rules and procedures for consumer disputes (“Rules”). Either you or Logix may elect to resolve a particular Claim through arbitration, even if you or Logix have 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 LOGIX ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU AND LOGIX WILL GIVE UP ANY RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR OR LOGIX’S RIGHTS UNDER THIS AGREEMENT AND DISCLOSURE (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT).

2. *The following paragraphs, relating to the Effective Date of the Arbitration Agreement, and the right to opt out of the same, are added to the Agreement and Disclosure:*

- **EFFECTIVE DATE:** This Arbitration Agreement is effective upon the 61st day after Logix provides it to you (“Effective Date”), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.
- **RIGHT TO OPT-OUT:** You have the right to opt-out of this Arbitration Agreement, provided you notify Logix of your intent to do so within sixty (60) days after it is provided to you. Your opt-out is only effective if you notify Logix in writing at Logix Federal Credit Union, Attention: Law Department, P.O. Box 6759, Burbank, CA 91510, within such sixty- (60-) day time period. If you fail to opt-out within this sixty- (60-) day time period, you will be deemed to have consented to the resolution of your Claims through binding arbitration. In the event you opt-out, it shall not affect other terms and conditions of the Agreement and Disclosure or your relationship with Logix.

3. *The following sentence is added to the end of the “Selection of Arbitration” section of the Arbitration Agreement:*

This Agreement and Disclosure does not prevent you from submitting any issue relating to your Account(s) 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.

4. *The “Arbitration Proceedings” section of the Arbitration Agreement now reads as follows:*

ARBITRATION PROCEEDINGS: Arbitration proceedings provide you a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Arbitration decisions are as enforceable as any court order and are subject to very limited review by a court. Arbitrators can award the same remedies including damages and other remedies that a court can award, including public injunctive relief to the extent available under the California Unfair Competition Law and Consumer Legal Remedies Act. Any claims and defenses that can be asserted in court can be asserted through arbitration. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules.

5. *The “Location” section of the Arbitration Agreement” has been revised so that, in addition to taking place in the federal judicial district where a member resides, it will also take place within the fifty (50) miles of the member’s residence at the time the arbitration is conducted.*

6. *The “Attorney’s Fees section of the Arbitration Agreement has been revised to clarify that the member is responsible for the member’s own attorneys’ fees unless the member prevails in the arbitration.*

7. *The following provisions regarding severability of portions of the Arbitration Agreement and survival of the Arbitration Agreement following termination of the member's Account and the Agreement and Disclosure have been added to the Arbitration Agreement after the "Attorneys' Fees" section:*

- **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.
- **SURVIVAL:** This Arbitration Agreement will survive termination of the Account and/or this Agreement and Disclosure.

BRIEF SUMMARY OF IMPORTANT CHANGES IN YOUR DEBIT CARD DISCLOSURE AND CREDIT CARD DISCLOSURE

The following is a summary of changes that are being made to the terms of your Debit Card Disclosure and your Credit Card Disclosure.

We have revised the description of foreign currency conversion and cross-border transactions to clarify that all transactions conducted or processed outside of the United States, whether conducted in foreign currency or U.S. Dollars, even if initiated in the United States, are subject to a Cross-Border Transaction Fee.

For more detailed information, please refer to the "Description of Important Changes in Your Debit Card Disclosure and Credit Card Disclosure" below.

This limited disclosure is provided by the Credit Union in compliance with the Federal Truth-in-Savings Act. This is not a complete Debit Card Disclosure or Credit Card Disclosure, but is limited to the change in terms set forth below. If you would like a copy of the complete, revised Debit Card Disclosure or Credit Card Disclosure, you may contact the Credit Union at:

Logix Federal Credit Union
Attention: Law Department, P.O. Box 6759, Burbank, CA 91510

DESCRIPTION OF IMPORTANT CHANGES IN YOUR DEBIT CARD DISCLOSURE AND CREDIT CARD DISCLOSURE

Beginning on May 1, 2021, the following changes will be made to your Debit Card Disclosure and Credit Card Disclosure:

A revised "Foreign Currency Conversion and Cross-Border Transactions" section replaces the prior version of the "Foreign Currency Conversion and Cross-Border Transactions" section in the Debit Card Disclosure and Credit Card Disclosure:

1. *The new Foreign Currency Conversion and Cross-Border Transactions section in the Debit Card Disclosure now reads as follows:*

Foreign currency transactions will be converted by Mastercard into U.S. Dollars using either a wholesale exchange rate or government-mandated exchange rate as selected by Mastercard on the date the transaction is processed, which may be a date different from the date the transaction occurred or was posted to your account.

A Foreign Currency Conversion Fee of 0.2% is charged and added to the converted U.S. Dollar amount debited from your account. In addition, all transactions conducted or processed outside of the U.S.A. and its territories, foreign military bases, embassies, and consulates, (Cross-Border Transactions), whether conducted in foreign currency or U.S. Dollars, will be assessed a Cross-Border Fee of 0.9% of the U.S. Dollar amount, even if the transaction is initiated in the United States (such as if you initiate an Internet transaction in the United States but the merchant processes the transaction in a foreign country.). Logix Federal Credit Union has no control over the conversion rate used or fees charged by Mastercard.

2. *The new Foreign Currency Conversion and Cross-Border Transactions section in the Credit Card Disclosure now reads as follows:*

Foreign currency transactions will be converted into U.S. Dollars using either a wholesale exchange rate or government-mandated exchange rate as selected by the credit card Network on the date the transaction is processed, which may be a date different from the date the transaction occurred or was posted to your account. A Fee of 0.2% is charged for the foreign currency conversion, which is added to the converted U.S. Dollar amount debited from your account.

Additionally, all transactions conducted or processed outside of the U.S.A. and its territories, foreign military bases, embassies, and consulates, (Cross-Border Transactions), whether conducted in foreign currency or U.S. Dollars, will be assessed a fee of 0.9% of the U.S. Dollar amount, even if the transaction is initiated in the United States (such as if you initiate an Internet transaction in the United States but the merchant processes the transaction in a foreign country.) Logix Federal Credit Union has no control over the conversion rate used or fees charged by the credit card Network.