



## DISPUTE RESOLUTION AND ARBITRATION PROVISION

### DISPUTE RESOLUTION - NOTICE AND CURE

You and PSECU agree that we shall attempt to informally settle any and all Disputes (as such term is defined in the Arbitration Provision and Class Action Waiver (“Arbitration Provision”) in section below) between us before starting a lawsuit or an Arbitration. The party asserting the Dispute (the “Claimant”) shall give the other party (the “Potential Defendant”) written notice of the Dispute (a “Dispute Notice”) and a reasonable opportunity to resolve the Dispute. Any Dispute Notice must explain the nature of the Dispute and the relief that is demanded. The Dispute Notice must be sent by U.S. Mail. The Potential Defendant shall have at least 30 days after receiving the Dispute Notice to attempt to resolve the Dispute except for Disputes requiring some form of expedited injunctive relief in a shorter period. The Claimant must reasonably cooperate in providing any information about the Dispute that the Potential Defendant reasonably requests. Further the Claimant, on request, shall meet with the Potential Defendant (or an authorized representative thereof) either in person or by video or telephone conference to discuss possible compromise or other resolution of the Dispute. Any such meeting that You attend in person must take place in a venue reasonably convenient to You. The Claimant and the Potential Defendant may have a lawyer or other representative present for such meeting. Rule 408 of the Federal Rules of Civil Procedure shall govern the admissibility of all statements, conduct or other discussions between the Claimant and the Potential Defendant regarding the possible compromise or resolution of the Dispute. On request, We will pay any reasonable, out-of-pocket expenses You incur in attending or participating in any such meeting.

Any Dispute Notice to You shall be sent in writing to the current address We have for You in Our records. Any Dispute Notice to Us shall be sent by mail to PSECU, Attention: Dispute Notice-LEGAL, P.O. Box 67013, Harrisburg, PA 17106-7013. If there are multiple parties on the account, the Dispute Notice may be sent to or by any of You. Any Dispute Notice You send must provide Your name and account number, as well as Your address and a phone number where You can be reached during normal business hours. A Dispute Notice from Us may be in the form of a collection letter or a notice demanding payment of a negative balance under the account either from Us or a third party acting on Our behalf. You may only submit a Dispute Notice on Your own behalf and not on behalf of any other party. No third party, other than a lawyer You have personally retained, may submit a Dispute Notice on Your behalf.

Any statute of limitations applicable to the Dispute described in the Dispute Notice shall be tolled during the period between the date that the Dispute Notice is mailed and the later of: (1) 60 days after the Dispute Notice is received, or (2) 30 days after either Claimant or Potential Defendant informs the other that good faith efforts to resolve the Dispute informally have ceased (the “Tolling Period”). Unless prohibited by applicable law, (1) a lawsuit or Arbitration proceeding (“Arbitration”) may not be commenced unless the Claimant has complied with this “Dispute Notice” section, (2) the court will have authority to enforce this “Dispute Notice” section, including the power to dismiss or stay the filing or prosecution of a lawsuit or Arbitration unless the Claimant has complied with this “Dispute Notice” section, and (3) the Arbitration administrator is without authority to accept or administer any Arbitration proceeding unless the Claimant has complied with this “Dispute Notice” section. Any subsequent Arbitration shall be governed by the terms of the Arbitration Provision in section below.

### DISPUTE RESOLUTION - ARBITRATION PROVISION; CLASS ACTION WAIVER; RIGHT TO OPT OUT

READ THIS PROVISION CAREFULLY; IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. AMONG OTHER THINGS, THIS AGREEMENT REQUIRES, AT THE ELECTION OF EITHER YOU OR US, THAT LEGAL CLAIMS AND DISPUTES BETWEEN YOU AND PSECU WILL BE RESOLVED BY AN INDIVIDUAL BINDING ARBITRATION PROCEEDING AND THAT YOU HAVE AGREED NOT TO RESOLVE SUCH CLAIMS OR DISPUTES AS A REPRESENTATIVE PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION PROCEEDING.

YOU HAVE THE RIGHT TO OPT OUT OF THE ARBITRATION PROVISION. OPTING OUT WILL NOT AFFECT ANY OTHER TERMS AND CONDITIONS OF YOUR ACCOUNT AGREEMENT OR YOUR RELATIONSHIP WITH PSECU. TO OPT OUT, YOU MUST PROVIDE WRITTEN NOTICE TO PSECU WITHIN THE TIME DEADLINES DESCRIBED BELOW IN THE SECTION TITLED “RIGHT TO OPT OUT OF ARBITRATION PROVISION.” Except as expressly provided herein, or otherwise prohibited by law or regulation, any and all disputes, claims, or controversies arising out of, connected to, or in any way related to Your past or present relationship with PSECU, including but not limited to disputes, claims or controversies concerning the PSECU Agreements and Disclosures, Your membership in PSECU, Your accounts at PSECU and/or any products, transactions, fees, charges or services related to Your accounts (hereinafter collectively referred to as the “Dispute”) shall, at the election of either You or Us, be resolved by binding Arbitration on an individual basis, without resort to any form of class action or other representative action, and regardless of applicable legal theory applied or remedy sought, legal or equitable. “Dispute” includes claims made directly by You and any Dispute made by third parties connected to You or Your accounts even if the Dispute arises out of, affects or relates to conduct that occurred prior to, or involves rights that accrued prior to, this Arbitration Provision becoming part of the PSECU Agreements and Disclosures. “Dispute” also includes data breach or privacy claims arising from or relating directly

or indirectly to the disclosure by Us of any non-public information about You; any advertisement, solicitation or application relating to Your account(s); and the method(s) We use to communicate with You by telephone or other electronic device. "Dispute" includes claims of every kind and nature, including, but not limited to, initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, consumer rights, statutes, regulations, ordinances, common law and equity. Notwithstanding the foregoing, Disputes concerning the validity, enforceability or scope of this Arbitration Provision or the arbitrability of a Dispute shall be decided by a court rather than an arbitrator; however, Disputes concerning this agreement as a whole shall be decided by an arbitrator rather than a court. This Arbitration Provision is entered into and agreed to and shall be interpreted and enforced pursuant to the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16, notwithstanding any state law to the contrary. Solely for purposes of this Arbitration Provision, the terms "We," "Us," "Our" and "Ours" include PSECU, any of its corporate parents, subsidiaries, affiliates, assigns, successors, employees, officers, directors, agents, controlling persons and representatives, as well as any third party who is named as a co-defendant with Us in a Dispute asserted by You.

IN ARBITRATION, THE DISPUTE IS RESOLVED BY A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY. YOU ACKNOWLEDGE THAT 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. IF ARBITRATION IS INITIATED BY ANY PARTY WITH RESPECT TO A DISPUTE, NEITHER YOU NOR PSECU WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN A COURT OF LAW.

Notwithstanding anything contained herein to the contrary, this Arbitration Provision or an Arbitration shall not limit the right of either party to: (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during or after the pendency of any Arbitration; (2) exercise permissible self-help remedies, such as set-off; (3) evict and/or foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust, or applicable law; (4) bring an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind and, (5) seek relief in small claims court (or an equivalent court in the state in which the member resides), for any Dispute within the scope of the small claims court's jurisdiction, however, if a claim is brought, transferred, removed or appealed to a different court, such claim shall be subject to arbitration pursuant to this Arbitration provision. In addition, this Arbitration provision 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. Furthermore, this Arbitration Provision does not apply to litigation filed in state or federal court that is pending as of the date this Arbitration Provision took effect as long as such litigation is pending, except that parties or Disputes added to such litigation after said date shall be subject to this Arbitration Provision.

A written Arbitration demand shall be given for any Dispute and shall state the factual basis of the Dispute, the amount involved, and the relief requested. The binding Arbitration proceeding shall be administered and conducted by the American Arbitration Association ("AAA") under the AAA Consumer Rules and procedures and, if applicable, the AAA Mass Arbitration Supplementary Rules (collectively, the "AAA Rules") in effect at the time the Dispute is filed in accordance with the AAA Rules. The AAA Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org). If AAA is unable or unwilling to administer the Arbitration in accordance with this Arbitration Provision, another provider will be selected by the parties or, if there is no agreement, by a court with jurisdiction. The Arbitration shall take place within 50 miles of your U.S. residence at the time the Arbitration is commenced or at another place that both You and PSECU agree. If a party files a lawsuit in court asserting a Dispute that is subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party asserting the Dispute to start the Arbitration in accordance with the AAA's or other administrator's rules and procedures. Jurisdiction for any litigation authorized by this Arbitration Provision, or to seek judgment on any award by the arbitrator, shall be in the Dauphin County Court of Common Pleas or the United States District Court for the Middle District of Pennsylvania or in any court having jurisdiction. A single arbitrator will conduct the Arbitration and shall be an attorney with at least 10 years of experience practicing law or a retired judge. If the parties cannot agree on an arbitrator, one may be appointed in accordance with the AAA Rules. The arbitrator shall decide the Dispute in accordance with applicable substantive law and the terms of this Arbitration Provision. The arbitrator shall be entitled to award the same remedies that a court can award in an individual case, including any kind of injunctive or declaratory relief that could be awarded by a court (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator shall issue a reasoned, written opinion. The arbitrator's award can be entered as a judgment in court. Except as provided in the FAA, the arbitrator's award is not subject to review by the court and cannot be appealed. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any Dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior Disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration provision.

The parties shall pay administrative, hearing and arbitrator fees in accordance with the administrator's rules and fee schedules. However, if You notify Us in writing that You cannot pay Your share of the fees and could not obtain a fee waiver from the AAA or other administrator (after submission of any required forms and documentation), and if Your request is reasonable and in good faith, We will pay or reimburse You for all or part of Your fees. If the arbitrator determines that any party's claim or defense violates the standards of Federal Rule of Civil Procedure 11(b), the arbitrator may award fees and expenses reasonably incurred by the other party if they

could be imposed under Federal Rule of Civil Procedure 11, the AAA Rules, or other applicable law. The parties shall bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Arbitration Provision or the AAA Rules.

This Arbitration Provision shall survive (i) termination or suspension of Your accounts or any related services; (ii) changes to Your accounts or related services; (iii) the bankruptcy of any party; (iv) other legal proceedings; (v) transfer or assignment of Your accounts or any related services; and (vi) any use of the right to set-off or other self-help remedies. In the event of any conflict or inconsistency between this Arbitration Provision, on the one hand, and other terms of this agreement or the administrator's rules, on the other hand, this Arbitration Provision will govern.

## **CLASS ACTION WAIVER**

The parties agree that any and all Disputes must be brought on an individual basis, and not as a plaintiff or class member in any class, private attorney general or other representative proceeding. The parties expressly waive any right or ability to maintain a class action, private attorney general action or other representative proceeding in court or in arbitration in any form. The parties agree to arbitrate solely on an individual basis, and that the arbitrator may not conduct class arbitration, or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. Unless all parties agree otherwise, the arbitrator may not consolidate or join more than one person's claims ANY ARBITRATION OF A DISPUTE WILL 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, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE LAWSUIT IN COURT OR IN ARBITRATION BASED IN WHOLE OR IN PART ON A DISPUTE WITH PSECU.

If any part of this Arbitration Provision is found to be invalid or unenforceable, then that specific part shall be severed, and the rest of this Arbitration Provision will continue in full force and effect, except that: (A) the entire Arbitration Provision (other than this sentence) shall be null and void with respect to any Dispute asserted on a class, representative or multiple-party basis if the Class Action Waiver is held to be invalid with respect to such Dispute and that determination becomes final after all appeals have been exhausted; and (B) if a court determines that a public injunctive relief Dispute may proceed notwithstanding the Class Action Waiver or other terms of this Arbitration Provision, and that determination becomes final after all appeals have been exhausted, then the public injunctive relief Dispute will be decided by a court, any individual Disputes will be arbitrated, and the parties will ask the court to stay the public injunctive relief Dispute until the other Disputes have been finally concluded.

## **RIGHT TO OPT OUT OF ARBITRATION PROVISION**

If You do not want this Arbitration Provision to apply, You may reject it by mailing Us a written rejection notice which gives Your full name, address and account number as listed on your account and contains a statement that You (both or all of You, if more than one) reject the Arbitration Provision in your account agreement. The rejection notice must be signed by you and sent by U.S. Mail to PSECU, Attention: Arbitration Opt Out, P.O. Box 67013, Harrisburg, PA 17106-7013 in accordance with the following time deadlines:

- **IF YOUR ACCOUNT WAS OPENED AFTER MARCH 21, 2025**, a rejection notice must be postmarked within 45 days of the date your account was opened.
- **IF YOUR ACCOUNT WAS OPENED BETWEEN JUNE 29, 2021 AND MARCH 21, 2025**, a rejection notice must be postmarked no later than 45 days after **MARCH 21, 2025**.
- **IF YOUR ACCOUNT WAS OPENED ON OR BEFORE JUNE 28, 2021**, a rejection notice must be postmarked no later than 45 days after **MARCH 21, 2025**. In addition, the following conditions apply:
  - If you rejected the Arbitration Provision in a previous version of this agreement, you do not need to send us a new rejection notice since we already have a record of your prior opt out.
  - If you did not reject the Arbitration Provision in a previous version of this agreement, rejecting this version of the Arbitration Provision will not reject the previous version, which will remain in full force and effect according to its terms.

Rejection of this Arbitration Provision will not affect your other rights or responsibilities under this agreement and will not adversely affect Your account. Your rejection of this Arbitration Provision shall not be imputed to any other person or entity or be deemed to be a rejection of this Arbitration Provision by any person or entity other than You. Nor shall Your rejection of this Arbitration Provision eliminate the obligation of other persons or entities who wish to reject this Arbitration Provision to personally comply with the notice and time requirements of this opt out provision.