

Ent has updated the Membership and Account Agreement (Membership Service Agreement) that apply to your account(s). Below is a summary of those changes. Please visit Ent.com/Legal to view 'Important Account Information for Our Members' to view a copy of the updated Membership Service Agreement.

These changes go into effect and will apply to you starting on April 30, 2024 unless you close your account(s) before that date. However, if you don't want to agree to the new arbitration provision described below, you can keep your account(s) and opt out by May 30, 2024. Please read below (or Section 26 of the new Membership Service Agreement) for details on how to opt out of arbitration.

Although we urge you to read the full Membership Service Agreement, here is a summary of the most important changes:

- a. Amended our Dispute Resolution by Individual Arbitration section to clarify each party's rights in connection with disputes arising between members and Ent. (Para. 26).
 - 1) We've clarified that, with certain exceptions, all disputes must be resolved in individual arbitration if either you or we elect arbitration. As before, individual claims can be brought in small claims court instead of arbitration. But we've clarified that only courts can hear certain claims, such as claims involving bodily injury or death or disputes over whether claims can or must be arbitrated or whether the arbitration agreement is enforceable.
 - 2) We've specified that if there is a dispute, we'll try to work it out informally before arbitration—and pause any time limits for bringing claims so we can do so. First, we'll give a written notice of the claim. Second, either you or we have the right to schedule a phone or video call to try to agree on a resolution.
 - 3) We've clarified that arbitrators have the same power to award individualized remedies as courts, including the power to impose sanctions for bringing frivolous claims.
 - 4) We've added that if you wish to arbitrate a claim for up to \$10,000, we'll pay your share of arbitration fees, so long as you send us a written and signed Notice of Dispute containing all the required information and comply with the Informal Settlement Conference requirements.
 - 5) In addition to the relief that a court can award, you can also receive an extra minimum \$1,000 recovery in arbitration. If the arbitrator finds that you're entitled to more than our last written settlement offer to you before the arbitrator was appointed, you'll get \$1,000 in lieu of any small award.
 - 6) We've added the right in certain complex disputes to appeal an arbitrator's ruling to a three-arbitrator panel.
 - 7) As before, any arbitration must take place on an individual basis. We've clarified that arbitrators cannot hear representative or private attorney general claims or award public injunctive relief, and that if the law forbids any of these prohibitions of non-individualized arbitrations, those aspects of the case will be decided by a court after all other claims are arbitrated.
 - 8) If we ever change the arbitration provision in the future, we've clarified that you'll have the right to opt out of those changes within 30 days.
 - 9) You have the right to opt-out of the arbitration provision. To opt-out you must send a rejection notice by email to arbitration@ent.com or by mail to Ent Credit Union, Legal Department, 11550 Ent Parkway, Colorado Springs, CO 80921. The notice must (a) include your name, account number(s), and a statement personally signed by you that you are rejecting the arbitration provision in the Membership Service Agreement and (b) be postmarked on or before May 30, 2024.
- b. Amended the Liability of Ent Section to specify that, except as provided elsewhere in the Agreement or as required by applicable law, any claims you bring against us concerning your account(s) must be commenced within one year after the cause of action accrues. (Para. 11.)

- c. Amended the Governing Law and Forum Selection section to specify that, to the extent permitted by law, any disputes that are not subject to arbitration (or brought in small claims court) must be brought in the state and federal courts in Colorado. (Para. 25.)
- d. Updated section numbering throughout due to updated formatting.

You can find all of Ent's account disclosures at [Ent.com/Legal](https://ent.com/legal). Contact us securely via Online or Mobile Banking to discuss account information or call us at (719) 574-1100 or 800-525-9623.