



## BUSINESS VISA® DEBIT CARD AGREEMENT & DISCLOSURE

### 1. INTRODUCTION

A. This Business Visa® Debit Card Agreement & Disclosure (Agreement) sets out the terms and conditions on which Redwood Credit Union (RCU) will provide, and Company (as defined below) may use Business Visa Debit Cards (Debit Card(s)). This Agreement, together with the Business Membership Account Disclosure, shall apply to transactions and withdrawals that the Company initiates with its Debit Card at participating merchants or Automated Teller Machines (ATMs).

B. Please read this Agreement carefully and keep a copy for the Company's records, as this Agreement forms a legally binding agreement between the Company and RCU. This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent that there is no applicable federal law or regulation, by the laws of the State of California. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which RCU's headquarters office is located.

Please note that this Agreement contains a BINDING INDIVIDUAL ARBITRATION PROVISION AND JURY AND CLASS ACTION WAIVER which affects your rights with respect to any claims or disputes by or against RCU. You may opt out of that provision as described in Section 21. ARBITRATION AND WAIVER OF CLASS ACTION AND JURY TRIAL.

### 2. DEFINITIONS

A. For the purposes of this Agreement, the following terms shall have the following meanings:

- "Account" shall refer to any account that the Company has with RCU, which may include, but is not limited to, checking accounts and saving accounts.
- "Company" shall refer to any business entity that has applied for and has been issued a Debit Card pursuant to the terms and conditions of this Agreement. This term shall include (i) any and all controlling individuals of the business, (ii) any and all authorized users of any Debit Card, such as officers, employees, agents, partners, managers, or members as identified by the Company and (iii) any and all combinations of the prior.
- "Debit Card" means a Business Visa Debit Card that RCU issues to the Company subject to the terms and conditions of this Agreement.
- "Employee" means an authorized user (Authorized User) of a Debit Card, such as an officer, employee, agent, partner, manager, member, or individual employed by the Company who has received a Debit Card.

### 3. BUSINESS VISA DEBIT CARDS

A. A Controlling Individual's signature on this Agreement and the subsequent use of Company's Debit Card(s), the number on the card, the associated Personal Identification Numbers (PIN(s)), or any combination thereof, to obtain cash or purchase goods or services constitutes the Company's consent to the terms and conditions of this Agreement.

B. RCU will issue Debit Cards in the name of Company and in the names of the Employees who are designated and named as Authorized Signers by the Company. RCU may, in its sole discretion, impose a limit on the number of Debit Cards issued per Account. Company acknowledges that RCU is providing such service to Company as an accommodation and, except as otherwise provided by law, RCU is not responsible in any way for the manner in which the Debit Cards are utilized.

### 4. PERSONAL IDENTIFICATION NUMBER

A. RCU will issue a separate PIN for each Debit Card issued to the Company. RCU will not maintain a record of PIN(s) issued for each Debit Card. Company and any Authorized User may change the PIN on the Debit Card at their sole



discretion. Company hereby agrees that each PIN shall be afforded the highest level of security. RCU assumes no duty to discover any breach of security by the Company or Employees or the unauthorized disclosure or use of a PIN. Further, Company agrees to safeguard the Debit Cards issued under this Agreement (and any PIN issued for such Debit Card) by adopting security measures designed to prevent any unauthorized person from obtaining the Debit Card or PIN. Such measures include, but are not limited to: (a) not writing the PIN on the Debit Card; (b) not keeping a written record of the PIN in the same location as the Debit Card; (c) memorizing the PIN and destroying or keeping secured any paper on which the PIN is written; and (d) not disclosing any PIN to any unauthorized individual.

## 5. PAYMENT ORDER INFORMATION

A. To assist the Company in handling its Accounts, RCU is providing the Company with the order in which transactions are paid. RCU encourages the Company to keep careful records and practice good Account management. The Company understands that the order in which items are processed can affect the total amount of fees that may be assessed against the Account. RCU may change the policy regarding payment of transactions at any time without prior notice to the Company. Debit Card transactions are paid in the following order:

- ATM, point-of-sale transactions, RCU Digital Banking (“Digital Banking”) and 24-Hour Telephone Teller: Transactions are paid from the Account in the order they are presented to RCU throughout any given day.
- Signature-based Debit Card Withdrawals: Transactions are paid from the Account in the order they are presented to RCU from merchants throughout any given day.

## 6. USE OF CARDS

A. Company represents and warrants, on behalf of itself and its Employees, that the Debit Cards will only be used for business purposes and not for personal or household purposes. Employees may use the Debit Cards for various transactions, including but not limited to the following:

- Withdraw cash from the Company’s Accounts at designated ATMs.
- Access the Company’s Account to purchase goods and services and obtain cash from participating merchants and financial institutions.
- Make deposits at designated ATMs using a PIN.
- Obtain Account balance inquiries at designated ATMs.
- Transfer funds between the Company’s Accounts using a designated ATM.

B. Company agrees to be, unconditionally and without limitation, liable for all Debit Card transactions effectuated by use of the Debit Cards and authorized by an Employee. All Employees who are granted use of the Debit Cards shall be deemed third party beneficiaries and must abide by the terms and conditions of this Agreement. Accordingly, Company agrees it shall be liable for any transactions authorized by an Employee who is granted use of a Debit Card. RCU will not be liable for, and Company agrees to indemnify and hold RCU harmless from, any claim or suit, including attorney’s fees, arising out of any authorized or unauthorized Debit Card transaction. Furthermore, Company hereby waives any rights it may have under any local or state law purporting to otherwise limit its liability.

C. Company is responsible for notifying RCU of any change in Employees or Authorized Signers. Company is responsible for all use of the Debit Card(s) by Authorized Users or Employees, even if the Authorized User or Employee is no longer associated with Company, until such time as Company notifies RCU of the termination of the Employee’s or Authorized User’s permission to use the Account. Company is responsible for supervising the Employee’s or Authorized Users’ activity on the Account.

D. Merchants and others who honor the Debit Card may give credit for returns or adjustments. When RCU receives the credit from the merchant or other entity, RCU will credit Company’s account for that amount.



E. Company agrees not to use or allow others to use Debit Cards for illegal transactions such as illegal online gambling. RCU may refuse to authorize transactions that RCU reasonably believes to be illegal. However, the ultimate responsibility for determining whether a transaction is legal rests with Company, not with RCU. Company cannot use the actual or alleged illegality of an authorized transaction made using the Debit Card as a defense to the Company's obligation to pay the authorized transaction. Additionally, if the Debit Card is used for personal or household purposes, it will further be the Company's obligation to pay the authorized transaction.

## **7. LIMITATIONS**

A. Withdrawals at the ATM are limited to the lesser of the available balance in the Company's Accounts or \$800 as of the revision date of this Agreement. The Company may purchase goods or services or obtain cash from participating merchants or financial institutions. RCU will limit the maximum total dollar amount for authorized transactions up to a maximum of \$3,500 per business day for Point-of-Sale merchant transactions and up to a maximum of \$3,500 for signature-based transactions. RCU's limits for transactions are subject to change at RCU's sole discretion and are further disclosed in RCU's Digital Banking. Daily limits are applicable to all Debit Card transactions made by Authorized Users or Employees during any given day.

B. Company may request limit increases, subject to RCU's sole discretion and approval. If Company is granted a limit increase, the dispute and liability provision in "Statements and Disputed Debits" section will not apply to unauthorized transactions in excess of the established limits and Company shall be fully liable for any such transactions.

C. The amounts of the debit transactions are limited to the available balance in the Company's accounts, including any funds available through overdraft protection transfer or an Overdraft Line of Credit. Although Company may have sufficient funds in its Account to cover a requested withdrawal, it may be possible that an ATM, merchant, financial institution, or other entity that honors the Debit Card will not be able to determine the actual balance. Therefore, RCU will not be liable for the refusal or inability of any such ATMs or other entities to allow Company to use the Debit Card or for their retention of a Debit Card.

D. RCU may increase or decrease Debit Card limits at its sole discretion and approval. Limits may also be lower if the system is off-line.

## **8. MERCHANT HOLDS**

A. When a Debit Card is used, the merchant may place an authorization hold to confirm there are sufficient funds for a transaction in the Account or as a deposit for a potential future transaction. While this hold is in place, the funds are generally not available for withdrawal. If a hold is placed for a specific transaction, and RCU is able to determine that the merchant hold was placed for that specific transaction, RCU will release the merchant hold and use those funds to pay the transaction. RCU cannot guarantee that it will always match a merchant hold with a transaction. If a match cannot be made, the hold will not be released, and the transaction will be paid using other available funds in the Account. The amount of the hold is generally the same amount as the purchase. There may be situations where a merchant places a hold on a larger amount in anticipation of future transactions or situations where a merchant does not obtain an authorization at all and therefore, does not confirm available funds in the Account before processing a transaction. Examples include, but are not limited to, car rental reservations, hotel reservations, and online bids. RCU does not determine and is not responsible for the hold amount placed by merchants. RCU encourages the Company to discuss such holds with merchants to determine the amount of funds the merchant may place on hold.

## **9. EXCESS WITHDRAWALS & AVAILABLE FUNDS**

A. All Debit Card transactions must be backed by actual available funds in the Company's Account. If Company has an approved Overdraft Line of Credit on the Account, RCU will make a loan advance if a withdrawal in excess of the Company's available funds is made. If the Company does not have an approved Overdraft Line of Credit, RCU will



transfer funds from the Account(s) designated by the Company, subject to the requirements of applicable law and regulation.

B. Any loan advance or transfer of funds will be sufficient to cover any negative Account balance due to a Debit Card transaction or withdrawal. Funds to cover overdrafts will be transferred from the source(s) Company has designated for overdraft protection in the order so designated. If Company does not have overdraft protection, or if the designated overdraft protection source is not available to cover an overdraft, and a withdrawal overdrafts the Account, Company agrees to immediately reimburse RCU for the amount by which the Account is overdrawn. Company is responsible for not attempting to withdraw funds when available funds in the Account are insufficient.

C. The availability of funds deposited in the Company's Account is governed by law and the Funds Availability Policy set forth in the Membership Account Disclosure. The availability of overdraft protection is governed by the Business Membership Account Disclosure and covers the source(s) of overdraft protection for which the Company has been approved. There may be circumstances when overdraft protection is not available, for example, if the Company has reached the maximum or exceeded the overdraft protection line of credit associated with the Account.

D. For transactions at some merchants, if the available card balance is not sufficient to complete the full purchase, a partial approval in the amount of the remaining available balance may be provided to the merchant and the merchant may permit the cardholder to use another source of funds to pay for the remaining amount due. The option to complete a purchase using the remaining available balance on your card and another source of funds for the remainder is not available at all merchants. Some merchants may decline the transaction if the card balance is less than the transaction amount.

#### **10. STATEMENTS AND DISPUTED DEBITS**

A. Each month, Company will receive an account statement (Monthly Statement) showing, among other things, all debits made by use of the Debit Cards. Company agrees to review its Monthly Statement as soon as it is received. If a receipt or Monthly Statement shows an unauthorized transaction, or if the Monthly Statement shows any other problem or error, Company must notify RCU immediately, but no later than thirty (30) calendar days after the date of the Monthly Statement on which the unauthorized transaction, problem, or error (Dispute) FIRST appears or when Company first discovers the unauthorized transaction, problem, or error, whichever is earlier.

B. Disputes regarding any unauthorized Debit Card transactions shall be communicated in writing to RCU at the address set forth in this Agreement. Communications shall include the Employee's name, Company's name, the respective Debit Card numbers, the dollar amount of the Dispute, and description of the Dispute. Company will not be liable for unauthorized use of Debit Cards if Company notifies RCU of the Dispute as provided in this Section. If Company does not notify RCU of the Dispute, Company is barred from bring any action against RCU that is related to the Dispute. If Company requests and is granted a transaction limit increase, the dispute and liability provisions will not apply to unauthorized transactions in excess of the limits set forth in this Agreement and Company shall be fully liable for such transactions.

#### **11. LIMITATION OF RCU'S LIABILITY**

A. Except as otherwise stated in this Agreement or otherwise prohibited by applicable law or regulation, RCU shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages of any kind resulting from a Debit Card transaction, including but not limited to the following:

- If Company's Account does not contain enough funds to complete the transaction;
- If the ATM does not have enough cash to complete the transaction;
- If the ATM was not working properly;
- If the Debit Card has been reported missing and RCU has blocked the Account;



- If circumstances beyond RCU's control, such as fire, flood, electrical failure, or malfunction of the central data processing facility, prevent the completion of the transaction despite reasonable precautions;
- If Company's Account is "frozen" because of a court order or similar legal action; or
- If there are other lawful exceptions established by RCU and the Company is given proper advance notice.

B. ATMs may be available at various locations with access during non-business hours for the Company's convenience. However, ATM sites are not subject to RCU's control. Employees assume the risk of using an ATM. RCU is not responsible for any wrongful acts committed by anyone who is not an authorized agent or employee of RCU. Further, RCU does not in any way warrant the safety or security of any ATM location.

C. In no event will RCU be liable for consequential, indirect costs, or punitive damages relating to use by Company, its Employees or authorized agents of any RCU ATMs. RCU will carry out reasonable instructions given to the ATM or by written direction. RCU will not incur liability for doing so in a reasonable manner. The Company agrees to indemnify and hold RCU harmless from all costs, claims, damage, or liability which it sustains or may sustain as a result of carrying out the Company's or Employee's instruction when received through the ATM in a reasonable manner.

## **12. CHANGES IN TERMS; CANCELLATIONS**

A. The terms outlined in this Agreement are in effect as of the date of the execution of this Agreement. However, RCU reserves the right to change its practices and any terms or conditions of this Agreement at any time without prior notice.

B. Company agrees that RCU may immediately terminate this Agreement and Company's use of the Debit Card(s) without prior notice if any of the following occur: (1) the Company or any Employee breaches this Agreement or any other agreement between Company and RCU; (2) RCU has reason to believe that there has been or may be an unauthorized use of the Company's Debit Card and/or PIN; (3) there are conflicting claims to the funds in Company's Account; (4) the Company requests RCU to terminate the Agreement or use of the Debit Cards; or (5) an Employee obtained cash from an ATM at a time when funds were not available in Company's Account and Company does not have available overdraft protection or refuses to reimburse RCU for the overdraft.

## **13. BUSINESS DAYS**

A. All hours are Pacific Standard Time (PST). Business days are Monday through Friday, 9:00 a.m. to 6:00 p.m., excluding holidays. RCU may be open to provide limited services on other days, but RCU does not consider those days to be "business days".

## **14. SETOFFS, COLLECTION EXPENSES**

A. If Company becomes indebted to RCU by the use of the Debit Card and Company fails to pay what Company owes RCU after RCU's demand, Company agrees that RCU can take funds in any Account in which Company has an interest in to recover all or part of what the Company owes to RCU without advance notice, unless prohibited by law or an applicable Account agreement. RCU exercising this right will not be an election of remedies. Company agrees to pay reasonable collection costs that RCU incurs before RCU files suit to recover the funds in question.

B. If RCU takes legal action to collect what Company owes to RCU, Company agrees to pay RCU's reasonable attorney's fees and costs of suit, whether the action RCU takes is a collection lawsuit, an action to protect RCU's interests if Company becomes a bankruptcy debtor, an action to enforce a judgment, or another type of legal action.



## 15. TRANSACTION CHARGES

A. The use of the Debit Card at ATMs may be subject to a fee. Fees will be charged against Company's Account. Please see RCU's Cost Recovery Schedule for further details and information, which is incorporated by reference into this Agreement.

B. For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate of Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date, in each instance, plus a currency conversion fee equal to 1% of the U.S. dollar amount of the transaction to the transaction amount that is charged by RCU. RCU reserves the right to increase or decrease the currency conversion fee to transaction amounts in the future. Notice of fee or surcharge changes will be provided to you as required by law.

## 16. GENERAL TERMS

A. ATMs are generally available twenty-four (24) hours a day, seven (7) days a week. Individual machines may be out of order or may be closed temporarily for servicing.

B. When the Company initiates transactions with a Debit Card, the Company may receive other documentation, such as sales receipts and terms of use, which may have contract terms printed on them. The Company's Debit Card(s) is limited to the terms of this Agreement and any other applicable agreement with RCU.

C. This Agreement involves other RCU agreements, such as the Business Membership Account Disclosure, Account agreements, or loan agreements. Wherever applicable, the terms of those agreements shall apply as well.

D. If an ATM is unable to complete a transaction three (3) times in a row, usually because of the failure to key in the PIN properly, the ATM may retain the card to protect the Account. If the Debit Card is retained, please contact RCU immediately.

E. This Agreement is governed by applicable law. If any provision is found to be unenforceable, the rest of the Agreement will remain in full force and effect.

## 17. VISA ACCOUNT UPDATER (VAU)

Visa Account Updater (VAU) is a service provided to the Company by Visa®. When the Company's Card's expiration date or card number changes, VAU may update the Company's new card information with participating merchants that the Company has already authorized to charge the Card. Only merchants with account-on-file business models, such as recurring bill payment providers, subscription services, or online "one-click" merchants may participate in VAU and the Company's updated card information is only sent to qualified participating merchants.

VAU is designed to help prevent interruptions associated with recurring payments and possible service disruptions when the Card's information changes. Because not all merchants participate in VAU, it is ultimately the Company's responsibility to notify each merchant of the new Card number and/or expiration date to ensure that the Company's payments continue uninterrupted.

VAU is a free benefit to Card holders and the Business may opt out of VAU at any time. The Business's opt out will not be transferred to any future replacement cards or any new cards issued to the Company. Any lost, stolen, or new Cards will be automatically enrolled in VAU. If the Company wishes to opt out of VAU or if the Company have any questions regarding this service, please refer to the Notice and Communication section of this Agreement.

## 18. CARD CONTROLS – FREEZE CARD

The ability to freeze your Visa Debit Card is available within RCU Digital Banking. "Freeze Card" is a reversible process that will block new purchases or cash advances, excluding any recurring transactions on your Debit Card. When "Freeze Card" is utilized, recurring transactions and credits will continue to post without disruption.



## 18. NOTICE AND COMMUNICATION

A. All notices from RCU will be effective when mailed or delivered to Company at the last known address on RCU's records. All notices, requests, and other communications from Company to RCU regarding its Debit Card(s) must be directed to RCU as follows:

- Email: [www.redwoodcu.org](http://www.redwoodcu.org) – Click on "Contact Us" or login to Digital Banking and select "Contact"
- Phone: Local at (707) 545-4000, or toll free at 1 (800) 479-7928
- Mail: Redwood Credit Union, Attn: Card Services Department, PO Box 6104, Santa Rosa, CA 95406

## 19. GOVERNING LAW

A. This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent there is no applicable federal law or regulation, by the State of California, without giving effect to conflict of law provisions of the Company's actual state or country of incorporation or organization. To the extent permitted by applicable law and subject to the terms of the arbitration agreement below, the Company agrees that any legal action regarding this Agreement shall be brought in the county in which RCU's headquarters office is located.

## 20. TELEPHONE CONSUMER PROTECTION ACT EXPRESS CONSENT

A. Company hereby gives express consent to RCU and its successors and assigns, and to any third party acting on behalf of any of them, to contact the Company regarding the Debit Card(s), Account(s), and any other business relationship the Company has now or at any time in the future with RCU. This includes the Company's consent for RCU to contact the Company by telephone or text message at any telephone number or numbers the Company provides to RCU now or later for any purpose or that RCU obtains from any other source, all including, but not limited to, any telephone number assigned to a cellular telephone service or any other service for which the Company is charged for the call. This consent applies even if RCU uses an automatic telephone dialing system or an artificial or prerecorded voice to make the call or send the message. The Company will notify RCU in writing if any telephone number the Company provides to RCU is assigned to a cellular telephone service or to any other service for which the Company may be charged for the call. Further, the Company will notify RCU in writing if the telephone number is assigned to another individual or if the Company is not the most common user of any such telephone device.

## 21. ARBITRATION AND WAIVER OF CLASS ACTION AND JURY TRIAL

***Please read this provision carefully. It affects your rights and may have a substantial impact on how legal claims you and we have against each other are resolved if you do not opt-out as permitted below.***

### ARBITRATION

To the extent permitted by the Federal Arbitration Act (the "FAA") and any other applicable federal law, binding arbitration may be elected by either party with respect to any past, present, or future claim or controversy arising out of or relating to this Agreement and/or a RCU account, even if that party has already initiated a lawsuit with respect to a different claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court, or by initiating arbitration against the other party. You and RCU agree, upon such written demand, motion or initiation, to submit to, and that such claim shall be settled by, binding arbitration.

The arbitration will be subject to the Rules of the American Arbitration Association ("AAA") in effect at the time arbitration is initiated, or such similar rules as may be adopted by AAA. Neither party will demand the arbitration of an action filed in small claims court, or its state's equivalent court, for any claim or dispute within the scope of the small claims court's jurisdiction. But if a claim is transferred, removed, or appealed to a different court, such claim shall be subject to arbitration.

This arbitration provision shall be interpreted and enforced in accordance with the FAA by a single arbitrator appointed by the AAA. The arbitrator shall be an attorney or retired judge with experience and knowledge regarding financial institutions and transactions.



RCU will advance and/or pay, as applicable, the fees and costs of the arbitration pursuant to this Agreement (i) if applicable law requires RCU to, (ii) if you prevail in the arbitration, or (iii) if RCU must advance such fees and costs in order for this arbitration provision to be enforced, subject to the arbitrator's award, if any, of arbitration fees and costs to the prevailing party.

In each case, each party will pay for its own attorney fees and costs, if any, for prosecuting and defending claims, except that the arbitrator may award the prevailing party all its attorney fees and costs, including expert witness fees.

Arbitration hearings will be held in a location reasonably convenient to your residence, or at another location if mutually agreed. Any issue concerning whether or the extent to which a dispute or claim is subject to arbitration, including issues relating to the validity or enforceability of these arbitration provisions, shall be determined by the arbitrator. Only a court, and not an arbitrator, however, shall determine the validity and effect of the class action and jury trial waivers below. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law must be followed by the arbitrator, and the commencement of an arbitration under this Agreement shall be deemed the commencement of an action for such purposes. The arbitrator's decision shall be final and binding and may be entered in any state or federal court having jurisdiction. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court. For more details, check the American Arbitration Association's website, [www.adr.org](http://www.adr.org), OR call the American Arbitration Association's Customer Service telephone number at (800) 778-7879.

**WAIVER OF CLASS ACTION AND JURY TRIAL**

EACH PARTY AGREES THAT ANY AND ALL DISPUTES, WHETHER SUBMITTED TO ARBITRATION OR DECIDED BY A COURT, MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS. YOU AND RCU HEREBY VOLUNTARILY AND KNOWINGLY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES, AND CLAIMS BY, BETWEEN, OR AGAINST EITHER YOU OR RCU WHETHER THE DISPUTE, CONTROVERSY, OR CLAIM IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT, TO THE FULLEST EXTENT ALLOWED BY LAW.

**YOUR RIGHT TO OPT OUT; ARBITRATION AND WAIVER OF CLASS ACTION AND JURY TRIAL**

IF YOU DO NOT WANT THIS ARBITRATION AND WAIVER OF CLASS ACTION AND JURY TRIAL PROVISION TO APPLY, YOU MAY OPT OUT BY SENDING A WRITTEN REQUEST TO RCU POSTMARKED WITHIN SIXTY (60) DAYS OF YOUR RECEIPT OF THIS AGREEMENT. THE OPT OUT MUST INCLUDE YOUR FULL NAME, ADDRESS, TELEPHONE NUMBER, ACCOUNT NUMBER, AND PERSONAL SIGNATURE, AND MUST BE MAILED TO REDWOOD CREDIT UNION, PO BOX 6104, SANTA ROSA, CA 95406. OPTING OUT WILL NOT TERMINATE THIS AGREEMENT OR AFFECT ANY OTHER RIGHTS AND OBLIGATIONS YOU OR THE CREDIT UNION HAVE UNDER THIS AGREEMENT.

This arbitration provision does not preclude you from bringing issues regarding your accounts to the attention of any federal, state, or local agency or entity. Such agency or entity may be able to seek relief on your behalf.

Nothing in this arbitration provision shall limit your or RCU's right, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off or repossession and sale of collateral, or to obtain provisional remedies (including but not limited to, injunctive relief or interpleader relief). The exercise of such rights will not constitute a waiver of the right to submit any dispute to arbitration.

This Arbitration and Waiver of Class Action and Jury Trial provision shall survive your death, the closing of any of your accounts, the termination of any of your business or transaction(s) with us, and any bankruptcy filing to the extent consistent with applicable bankruptcy law, and shall also survive as to any claim within the scope of this Agreement.





If any term or provision of this Arbitration and Waiver of Class Action and Jury Trial provision is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision.

**22. AUTHORIZATION**

A. As a controlling individual of the Company, I am authorized to enter into this Agreement on behalf of Company and bind the Company to the terms and conditions of this Agreement. I hereby agree to be legally bound by the terms and conditions associated with this Agreement. Further, I hereby agree that my consent to this Disclosure applies to any future cards issued under the Company's Account.

Company Name: <Business Name \_\_\_\_\_>  
Controlling Individual's Name: <Controlling Individual Name \_\_\_\_\_>

\_\_\_\_\_  
Controlling Individual Signature Date