

Member Name: <XXXXXXX>  
Member Name: <XXXXXXX>  
Member Number: xxxxxx<XXXX>\*

**INTRODUCTION**

Electronic Funds Transfers (EFTs) are payments to or withdrawals from your account which are initiated electronically. This Agreement applies only to withdrawals from your Redwood Credit Union Account that you, or anyone you authorize to, initiate with your VISA Debit Card or any replacement or substitute card ("VISA Debit Card" or "Card"). The word "account" means any one (1) or more savings or checking accounts you have with RCU. For the purpose of this Agreement "RCU" refers to Redwood Credit Union and "you" and "your" refer to you as the user or authorized user of the Visa Debit Card.

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 on pages 5 and 6.

**VISA DEBIT CARDS**

A VISA Debit Card bears the VISA logo, but it is not a credit card. The VISA Debit Card enables you or anyone you authorize to use the Card to order RCU to make payments from your RCU account. You can use the Card to pay participating merchants for goods or services, or to obtain cash from ATMs, or from others who honor the Card. Use of the Card authorizes RCU to charge your account for the full amount of the transaction plus any applicable service fee(s) as soon as the transaction posts to your account. There is no deferred payment as there is with a credit card. To be eligible for a VISA Debit Card, you must be at least 18 years old or have a signed Responsible Adult consent form, and an RCU Member in good standing (you must have the required minimum deposit in an RCU account, and you must be current on all of your RCU loan payments).

**YOUR PERSONAL IDENTIFICATION NUMBER**

You will need your VISA Debit Card and your PIN to access your RCU account through ATMs. RCU will issue you a PIN when you receive a VISA Debit Card, but RCU will not maintain a record of your PIN.

Protect the secrecy of this number by memorizing it and preventing others from knowing it so that no one else can use your Card unless authorized by you. DO NOT write your PIN number on the Card. DO NOT keep a written record of the number in the same place you keep your Card. If you must keep this code in your wallet, conceal its identity so that a person seeking to use it will not know what it is. DO NOT let anyone use your Card or watch you key in your PIN. If you lose the number or forget it, contact RCU to obtain a new PIN.

**VISA DEBIT CARD AGREEMENT**

You will receive a VISA Debit Card and a confidential Personal Identification Number (PIN). Use of your Card, the account number printed on the Card, your PIN, or any combination of the three, to obtain cash or purchase goods or services constitutes your consent to the terms of this Agreement. You are responsible for the use of each Card issued on your account, according to the terms of this Agreement.

**PAYMENT ORDER INFORMATION**

To assist you in handling your accounts, we are providing you with the following information regarding the order in which transactions are paid. We encourage you to keep careful records and practice good account management. You understand that the order in which items are processed can affect the total amount of fees that may be assessed against your account. We can change our policy regarding payment of transactions at any time without notice to you. Visa Debit Card Transactions are currently paid in the following order:

- ATM, point-of-sale transactions, *RCU Online*, RCU mobile banking and 24-Hour Telephone Teller: transactions are paid from your account in the order they are presented to RCU throughout any given day.
- Signature-based Visa debit card withdrawals: transactions are paid from your account in the order they are presented to RCU from merchants throughout any given day.

**AVAILABLE SERVICES**

You may use your VISA Debit Card to withdraw cash from your RCU accounts at designated ATMs. Additionally, you may access your checking account to purchase goods and services and obtain cash from participating merchants and financial institutions.

**LIMITATIONS**

Withdrawals at ATMs are limited to the lesser of the available balance in your accounts or \$800 per business day.

Limits may be lower if the system is off-line (ATM not communicating with system). Withdrawals at most ATMs must be made in \$20 increments. The withdrawal will be posted to your account immediately unless the system is off-line. ATMs are generally available seven days a week, 24 hours a day. Please understand that an ATM, like any machine, must be periodically shut down for routine maintenance, inspection, and repair.

You may purchase goods or services or obtain cash from a participating merchant or financial institution up to the merchant's or financial institution's transaction limit. RCU will authorize 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 may increase or decrease Visa Debit Card limits at its sole discretion. Limits may be lower if the system is off-line (Networks not communicating).

**MERCHANT HOLDS**

When you use your VISA Debit Card, the merchant may place an authorization hold to confirm you have sufficient funds for a transaction or for a deposit for a potential future transaction. While this hold is in place, the funds are generally not available for withdrawal. However, if a hold is placed for a specific transaction and RCU is able to determine that the merchant hold was placed for that 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 must be paid using other available funds in an account. The amount of the hold is generally the same amount as the purchase. However, there can be situations where a merchant places a hold on a larger amount in anticipation of future transaction or situations where a Merchant does not obtain an authorization at all and therefore does not confirm you have available funds before processing a transaction. Examples include, but are not limited to: car rentals reservations, hotel reservations, and online bids. During the time that a hold is in place, the balance reported to you by means of telephone banking, internet banking, ATM screens or your periodic account statement might not reflect that the hold is or was in place against your account. This is because available balances are sometimes based on actual debits or credits to your account rather than on holds. RCU does not determine and is not responsible for the hold amount placed by merchants. We encourage you to discuss such holds with merchants to determine how much the merchant may place on hold.

**AVAILABLE FUNDS**

If you do not have sufficient funds available in your account for a withdrawal, we may refuse the withdrawal request. At our sole option, we may also pay Visa Debit Card withdrawals that overdraw your account and, subject to the requirements of applicable law and regulation, assess the nonsufficient funds fee disclosed on the cost recovery schedule. We are never obligated to pay an item that would overdraw your account, even though we may have accommodated you in this way in the past. See your Membership Account Disclosure for more details.

We will use the available balance and not your actual balance to determine if you have sufficient funds to cover your transactions. At any time, you can confirm your available balance by logging into online banking, mobile banking, or contacting RCU – See the How to Contact Us section in this disclosure.

Although you may have sufficient funds in your checking account to cover a requested withdrawal, it may be possible that an ATM, merchant, financial institution or other entity that honors the Card will not be able to determine your actual balance. Therefore, RCU will not be liable for the refusal or inability of any such ATMs or entities to allow you to use your Card or for their retention of your Card.

**USING YOUR CARD**

You must have both your Card and your PIN to access your account at an ATM. If you authorize RCU to issue a duplicate card to someone, or if you give your Card and your PIN to someone, you are authorizing that person to withdraw funds from your account regardless of whether that person is otherwise authorized. You consent to the terms of this Agreement and to the consistent applicable terms of your Membership Account Disclosure and any overdraft agreement applicable to your account by using the Card. You continue to be bound for all transactions resulting from the use of the Card until you give us written notice of termination of the Agreement and return the Card(s) to RCU. Any person who applied for or who signs the Card is equally obligated (jointly and severally) with any other person to meet the terms of this Agreement.

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 VISA itself receives, or (b) the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by RCU. As of the printing date of this Agreement, RCU does not add a currency conversion fee to the transaction amount. RCU reserves the right to add a currency conversion fee to transaction amounts in the future. Notice of fee or surcharge changes will be provided as required by law.

Merchants and others who honor the Card may give credit for returns or adjustments. When RCU receives the credit from the merchant or other entity, RCU will credit your account for that amount. You agree that RCU is not responsible for any damage or liability that results if a merchant misrepresents the quality, price or warranty of goods or services you pay for by using your Card.

You agree not to use or allow others to use your Card for illegal transactions such as illegal on-line gambling. RCU may refuse to authorize transactions that we reasonably believe to be illegal. However, ultimate responsibility for determining whether a transaction is legal rests with you, not with RCU. You cannot use the actual or alleged illegality of an authorized transaction made using your Card as a defense to your obligation to pay it.

**DOCUMENTATION OF TRANSACTIONS**

Each time you use your VISA Debit Card to access your account at an ATM or with a participating financial institution or merchant, you will receive a receipt. Keep your receipts to update your records and verify your account statement. You will receive a periodic statement on your account each month in which there is a VISA Debit Card transaction or other electronic funds transfer activity. If there is no electronic funds transfer activity on your account, you will receive a statement at least quarterly.

**EXCESS WITHDRAWALS**

All use of your VISA Debit Card must be backed by actual available funds in your RCU account. Line of credit overdraft protection advances cannot be made to pay debit card transactions. If you have overdraft protection transfer on your checking account, we will transfer funds from the account(s) you have designated that will be sufficient to cover any negative checking account balance due to VISA Debit Card withdrawals. Funds to cover overdrafts will be transferred from the source(s) you have designated for overdraft protection in the order you have designated.

If you do not have overdraft protection transfer, or if your overdraft protection source is not available to cover your overdraft and your withdrawal overdraws your checking account, you agree to immediately reimburse RCU for the amount by which your account is overdrawn. You are responsible for not attempting to withdraw funds when the available funds in your checking account are insufficient.

The availability of funds deposited in your account is governed by law and the funds availability policy set out in your RCU Membership Account Disclosure. The availability of overdraft protection is governed by the overdraft agreement covering the source(s) of overdraft protection for which you have been approved. Possible reasons overdraft protection might not be available include but are not limited to (1) you already having reached or exceeded your maximum overdraft protection line of credit or (2) your already having reached or exceeded the maximum number of non-personal transfers permitted on the account you have designated as an overdraft protection source.

You will be obligated to repay to RCU any deficit in your account resulting from the use of the Card by you or by another person with your express or implied permission whether or not the person stays within the limits of use that you set. Any persons who use the Card are also obligated to repay RCU for any deficits in your account resulting from their use of the Card. You remain bound to repay any debt to RCU under this Agreement even though another person has been directed to pay the debt by agreement or court order such as a divorce decree.

#### **UNAUTHORIZED TRANSACTIONS; YOUR LIABILITY FOR UNAUTHORIZED USE**

TELL US AT ONCE if you believe your Card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission. Please refer to the "HOW TO CONTACT US" section at the end of this Agreement for how to notify us. All RCU Members benefit when losses due to unauthorized card use claims are kept at a minimum.

In general, you will have zero liability for the unauthorized use of your Card under VISA operating rules. However, under VISA operating rules, there are certain circumstances, such as your gross negligence in handling your Card, in which you may be liable for a higher amount. If so, your maximum liability will generally be \$50 under California law. If, however, your statement shows unauthorized activity and you fail to report it to us within 60 days after we sent you the first statement on which the unauthorized activity appeared, you may be liable for all unauthorized use that occurs after the end of the 60-day period. If a good reason, such as a long trip or a hospital stay, kept you from reporting unauthorized activity on your statement to us, we may extend the time period.

If you give your Card and/or your PIN to someone, that person becomes an authorized user of your Card. All transactions they make using your Card, whether or not within the limits of any permission you gave, are considered authorized and you are responsible for them. We are not subject to agreements between you and other people limiting their use of your Card. The only way you can discontinue an authorized user's authorization to use your Card is to notify us to cancel the Card and PIN and ask us to issue a new card and PIN.

#### **RCU LIABILITY**

If we do not properly complete a withdrawal from your account on time or in the correct amount according to our agreement with you, we will be liable for your direct losses or damages. However, there are exceptions. We will not be liable, for instance:

- a) if, through no fault of ours, your account does not contain enough money to make the transaction;
- b) if the ATM or mobile wallet device reader where you are making the transaction does not have enough cash;
- c) if the ATM, mobile wallet or mobile wallet device reader was not working properly and you knew about the breakdown when you started the transaction;
- d) if your Card has been reported missing and we have blocked the account;
- e) if circumstances beyond our control such as fire, flood, electrical failure, or malfunction of the central data processing facility prevent the completion of the transaction despite our reasonable precautions;
- f) if your account is "frozen" because of a court order or some similar legal action;
- g) if there are other lawful exceptions established by RCU and you are given proper advance notice of them.

In no event will RCU be liable for consequential, indirect costs or punitive damages. RCU will carry out instructions given to the ATM or by written direction. We will not incur liability for doing so in a reasonable manner. You agree to indemnify and save RCU harmless from all costs, claims, damage or liability which it sustains as a result of carrying out the cardholder's instructions received through the ATM in a reasonable manner. ATMs may be available at various locations with access during non-business hours for the convenience of RCU's members. However, ATM sites are not subject to our control. You assume the risk of using them since RCU is not responsible for wrongful acts committed by anyone who is not an authorized agent or employee of RCU regarding your use of ATMs. Nor does RCU in any way warrant the safety or security of any location.

#### **ATM SAFETY**

- a) Be aware of your surroundings, particularly at night.
- b) Consider having someone accompany you when using the ATM after dark.
- c) Put your cash away as soon as the transaction is complete. Do not display it. Count the cash later in the safety of your vehicle or home.
- d) If you notice anything suspicious when approaching the ATM, come back later or use another ATM.
- e) If, while transacting business at the ATM, you notice anything suspicious, cancel the transaction and put your Card away immediately.
- f) Immediately report all crimes to the ATM operator and to local law enforcement officials.
- g) To protect the security of your accounts, take the receipt produced by the machine when the transaction is completed. DO NOT leave the receipts at the ATM.

**PRIVACY**

In the ordinary course of business, RCU will disclose information to a third party about your account or the transfers you make: a) when it is necessary to complete a transaction; b) to verify the existence and condition of your account for a third party such as a credit bureau, merchant or mobile wallet vendor; c) to comply with government agencies or court orders or other lawful process; or d) if you give us written permission.

**CHANGES IN TERMS; CANCELLATIONS**

The policies outlined in this disclosure were in effect on the date of publication. However, the Board of Directors reserves the right to change RCU policy at any time without prior notice. Please contact RCU if you wish to determine if any changes have been made. When required by law, you will receive 21 days' advance notice of changes to this Agreement that adversely affect you. Your continued use of the Card and/or PIN after the effective date of the changes constitutes your acceptance of the new terms and conditions.

You agree that we may immediately terminate this Agreement and your use of our VISA Debit Card service without prior notice if any of the following occur: (a) you (or any authorized user of your Card or PIN) breach this or any other agreement you have with RCU; (2) we have reason to believe that there has been or may be an unauthorized use of your Card and/or PIN; (3) there are conflicting claims to the funds in your account; (4) you or any authorized signer on your account requests us to do so; (5) you obtain cash from an ATM at a time when funds are not available in your RCU account and you do not have available overdraft protection. Your VISA Debit Card is the property of RCU and you agree to return it promptly to RCU upon request. RCU will report your account to credit reporting agencies if we close your account because we have been unable to collect funds you owe us under this Agreement. If you want to change your PIN, please contact RCU.

**BUSINESS DAYS**

All hours are Pacific Standard Time (PST). RCU's business days are Monday through Friday, 9:00 AM to 6:00 PM, excluding holidays. RCU may be open to provide limited services on other days, but we do not consider those days "business days" as that term is used in this disclosure.

**NOTICES**

All notices sent by RCU will be effective when mailed to you at your last address, as shown on our records. In the case of joint accounts, notice to or from one account holder will be effective for all account holders.

**SETOFFS, COLLECTION EXPENSES**

If you become indebted to us by the use of your Card and you fail to pay what you owe us after our demand, you agree that we can take funds in any RCU account in which you have an interest to recover all or part of what you owe us without advance notice to you, unless prohibited by law or the applicable account agreement. Our exercising this right will not be an election of remedies. You agree to pay reasonable collection costs that we incur before we file suit.

If we take legal action to collect what you owe, you agree to pay our reasonable attorney's fees and costs of suit, whether the action we take is a collection lawsuit, an action to protect our interests if you become a bankruptcy debtor, an action to enforce a judgment, or another type of legal action.

**TRANSACTION CHARGES**

The use of the VISA Debit Card at ATMs may be subject to a fee. Fees will be charged against your account. Please see RCU's current cost recovery schedule, incorporated by reference into this Agreement.

**JOINT ACCOUNTS**

If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all VISA Debit Card transactions to or from any savings, checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and RCU may accept orders and instructions regarding any VISA Debit Card transaction on any account from any joint account owner.

**GENERAL TERMS**

1. ATMs are generally available 24 hours a day, seven days a week. Individual machines may be out of order or may be closed temporarily for servicing.
2. When you initiate transactions with your VISA Debit Card or mobile wallet, you may receive other documents such as sales receipts and terms of use, which may have contract terms printed on them. Your VISA Debit Card Agreement with RCU is limited to the terms in this Agreement. Notwithstanding the foregoing, your VISA Debit Card agreement may involve other RCU agreements, such as checking or loan agreements. Wherever applicable, the terms of these agreements, to the extent not in conflict with this Agreement, shall apply as well.
3. If an ATM is unable to complete a transaction three times in a row, usually because of the failure to key in the PIN properly, the ATM may retain the Card for your protection. If that happens, please contact RCU immediately at (800) 479-7928.
4. This Agreement is governed by applicable law. If any provision is found to be unenforceable, the rest of the agreement will remain in effect.
5. When you use your Card and/or PIN, you acknowledge receipt of this Agreement given to you with the Card and/or PIN.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

If you think that an electronic transfer shown on your statement is wrong, or if you need more information about a transfer, immediately contact us at the telephone number or address listed under the “HOW TO CONTACT US” section at the end of this Disclosure.

We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days (20 business days if your account is new, meaning that you have had the account with us 30 days or less) after we hear from you and correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if your account is new, or the questioned transaction was a point-of-sale transaction or a transaction outside the U.S.) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account for the amount of the questioned transaction(s) within 10 days (20 days if your account is new, 5 days if your account is not new and your question involves a claim of unauthorized use of your Card) so that you will have use of the money while we complete our investigation. If we ask you to put your question in writing and you do not do so, we may not provisionally credit your account during our investigation.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**TELEPHONE CONSUMER PROTECTION ACT EXPRESS CONSENT**

You hereby give your express consent to RCU and its successors and assigns, and to any third party acting on behalf of any of them to contact you regarding your accounts and/or any other business relationship you have now or at any time in the future with RCU. This includes your consent for RCU to contact you by telephone or text message at any telephone number or numbers you provide 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 you are 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. (You promise you will tell RCU in writing if any telephone number you provide to RCU is assigned to a cellular telephone service or to any other service for which anyone may be charged for the call. You also promise to tell RCU in writing if you are not the person who subscribes to the related telephone service or if you are not the most common user of any such telephone number.)

**GOVERNING LAW AND DISPUTE RESOLUTION**

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, without giving effect to its conflict of laws provisions of your actual state or country of residence. To the extent permitted by applicable law and subject to the terms of the arbitration paragraph below, you agree that any legal action regarding this Agreement shall be brought in the county in which RCU’s headquarters office is located.

**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 Credit Union 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 we 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 the 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.

We will advance and/or pay, as applicable, the fees and costs of the arbitration pursuant to this Agreement (i) if applicable law requires us to, (ii) if you prevail in the arbitration, or (iii) if we 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**

WE EACH AGREE 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 THE CREDIT UNION HEREBY VOLUNTARILY AND KNOWINGLY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER YOU OR THE CREDIT UNION 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 THE CREDIT UNION 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 our 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.

**HOW TO CONTACT US:**

You may contact RCU as follows: (1) Email: [www.redwoodcu.org](http://www.redwoodcu.org) - click on "Contact Us"; (2) Phone: Local - (707) 545-4000 or Toll-Free - 1 (800) 479-7928; (3) Mail: Redwood Credit Union, PO Box 6104, Santa Rosa, CA 95406.