

**IMPORTANT: RETAIN FOR  
YOUR RECORDS**

**COAST CENTRAL CREDIT UNION**

**STATEMENT FOR  
CHANGE IN TERMS OF:**

**TERMS AND CONDITIONS OF YOUR BUSINESS ACCOUNT**

This limited disclosure is given on August 20, 2024, in conjunction with a change in the terms of Coast Central Credit Union's (the "Credit Union's") Terms and Conditions of Your Business Account ("Terms and Conditions").

**BRIEF SUMMARY OF IMPORTANT CHANGES IN  
YOUR TERMS AND CONDITIONS**

The following is a summary of changes that are being made to the terms of your Terms and Conditions. Unless you opt-out in accordance with the instructions provided below in the section entitled "Right to Reject this Arbitration Agreement", these changes will take effect on the sixty-first (61<sup>st</sup>) day after we provide it to you (the "Effective Date").

Beginning on the Effective Date, we are adding a new "Binding Arbitration of Claims and Disputes and Waiver of Class Action" provision to the Terms and Conditions, while eliminating the current section titled "Arbitration and Waiver of Class Action" in the current Terms and Conditions. However, the "Binding Arbitration of Claims and Disputes and Waiver of Class Action" provision does not take effect until the Effective Date, unless you reject the "Binding Arbitration of Claims and Disputes and Waiver of Class Action" provision, in which case it will not take effect. For more detailed information, please refer to the "Description of Important Changes in Your Terms and Conditions" below.

This is not your complete Terms and Conditions but is limited to the change in terms set forth below. If you would like a copy of the complete, revised Terms and Conditions, you may contact the Credit Union at:

**Coast Central Credit Union  
2650 Harrison Avenue  
Eureka, CA 95501**

**DESCRIPTION OF IMPORTANT CHANGES IN YOUR TERMS AND CONDITIONS**

Beginning on the Effective Date, the following changes will be made to your Terms and Conditions:

1. The following “*Binding Arbitration of Claims and Disputes and Waiver of Class Action*” section is added to the Terms and Conditions before the section titled “Bylaws”:

**Binding Arbitration of Claims and Disputes and Waiver of Class Action**

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. 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. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

Agreement to Arbitrate Disputes.

Either You or We may elect, without the other’s consent, to require that any and all disputes between Us arising out of, affecting, or relating in any way to Your accounts or the products or services related to your accounts or any aspect of Your relationship with Us be resolved through binding arbitration, except for those disputes specifically excluded below.

Class Action Waiver.

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION OR CLASS-WIDE ARBITRATION MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION. Unless mutually agreed to by You and Us or otherwise provided for by applicable law, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

Disputes Covered by Arbitration.

YOU ACKNOWLEDGE THAT IN ARBITRATION, THERE WILL BE NO RIGHT TO A JURY TRIAL. Unless otherwise provided herein, any claim or dispute relating to or arising out of your accounts or the services related to your accounts or our relationship will be subject to arbitration. This Arbitration Agreement applies to all claims that are filed or initiated after the Effective Date, even if the claim arises out of, affects, or relates to conduct that occurred prior to the Effective Date. If a claim is filed or initiated prior to the Effective Date, this Arbitration Agreement will not apply to such claim. Disputes include claims made as part of a class action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class) basis, and the

arbitrator may award relief only on an individual (non-class) basis. Disputes also include claims relating to this arbitration agreement's ("Arbitration Agreement") enforceability, validity, scope, or interpretation. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this Arbitration Agreement in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to Your accounts. Disputes include not only claims made directly by You, but also made by anyone connected with You or claiming through You, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which We may be directly or indirectly liable, even if We are not correctly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable grounds and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders, or otherwise; and claims made independently or with other claims. If a party initiates a proceeding in court regarding a claim or dispute that is included under this Arbitration Agreement, the other party may elect to proceed in arbitration pursuant to this Arbitration Agreement.

#### Disputes Excluded from Arbitration.

Disputes filed by You or by Us individually in a small claims court are not subject to arbitration so long as the disputes remain in such court and advance only an individual (non-class) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Arbitration Agreement. Loan default and other indebtedness claims and defenses or counterclaims raised in such actions are also explicitly excluded from this particular Arbitration Agreement but shall remain subject to any other applicable arbitration provision contained in any other agreement governing or applicable to such loan or indebtedness. In addition, You acknowledge that this Arbitration Agreement does not prevent You from submitting any issue relating to Your accounts with Us 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.

#### Procedures Prior to Filing a Claim in Arbitration.

Prior to either party filing a claim in arbitration and as a condition precedent to doing so, a party shall first make a written demand upon the other party setting forth their claim. The parties shall then attempt to resolve the dispute in good faith for a minimum of 60 days before any claim may be filed in arbitration. During this period, both parties agree to toll any applicable statute of limitations.

Commencing an Arbitration.

The arbitration must be either conducted by a neutral arbitrator selected by agreement of the parties or filed with the following neutral arbitration forum and follow its rules and procedures for initiating and pursuing an arbitration:

JAMS  
1-800-352-5267 (toll-free)  
www.jamsadr.com

If We initiate the arbitration, We will notify You in writing at Your last known address on file. You may obtain a copy of the arbitration rules and additional information about initiating an arbitration by contacting JAMS.

If You initiate the arbitration, You must notify Us in writing at:

**Coast Central Credit Union**  
**2650 Harrison Avenue**  
**Eureka, CA 95501**

If JAMS is unable to or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the Federal Arbitration Act). The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Procedure concerning discovery, except that the below class action waiver is specifically enforceable notwithstanding any Federal Rules of Procedure to the contrary.

Administration of Arbitration.

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years' experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures ("Rules") in effect on the date the arbitration is filed or such other rules as to which the parties may agree. If there is a conflict between a particular provision of the JAMS Rules and this Arbitration Agreement and/or this agreement, this Arbitration Agreement and this agreement will control.

You understand and agree that the applicable rules and procedures in arbitration may limit the discovery available to You or Us. The arbitrator must take reasonable steps to protect customer account information and other confidential information if requested to do so by You or by Us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, and will honor claims of privilege recognized at law. The arbitrator can award the same remedies including damages, injunctive relief, and other remedies that a court can

award, including but not limited to, public injunctive relief under the California Unfair Competition Law. Unless otherwise provided herein, the arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration other than, as allowed by law, a joint accountholder or any entity in privity with either party as to the claim at issue. Unless otherwise provided herein, an award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person other than those identified in the foregoing sentence, or on the resolution of any other dispute. You or We may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At Your or Our request, the arbitrator shall issue a written, reasoned decision following applicable law, and relief granted must be relief that could be granted by a court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

#### Costs.

All fees and costs will be allocated in accordance with the rules of the arbitration forum. Each party shall bear the expense of their respective attorneys, experts, witnesses, and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

#### Right to Resort to Provisional Remedies Preserved.

Nothing herein shall be deemed to limit or constrain Our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien We may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that You or We may elect to arbitrate any dispute related to such provisional remedies.

#### Arbitration Award.

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

#### Governing Law.

You and We agree that our relationship includes transactions involving interstate commerce and that this Arbitration Agreement is governed by, and enforceable under, the Federal Arbitration Act in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the claim. To the extent state law is applicable, the laws of the State of California shall apply.

#### Severability, Survival.

This Arbitration Agreement shall survive (a) termination or changes to Your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your accounts or any related services. If the Class Action Waiver in this specific Arbitration Agreement is found to be unenforceable for any reason, then 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.

#### Right to Reject this Arbitration Agreement.

You have the right to opt-out of this Arbitration Agreement, provided that You notify Us of your intent to opt-out within 60 days after We provide You with this Arbitration Agreement. To opt-out, send Us written notice as follows: (i) your written notice must include your name, as listed on your account, your account number, and a statement that You reject this agreement to arbitrate, and, (ii) You must send your written notice to Us at the following address Coast Central Credit Union, 2650 Harrison Avenue Eureka, CA 95501 or [termsandconditionssupport@coastccu.org](mailto:termsandconditionssupport@coastccu.org). If You fail to opt-out within this 60-day time period, You will be deemed to have provided your consent to the resolution of your claims through binding arbitration. In the event You opt-out of this Arbitration Agreement, such opt-out will not affect other terms and conditions of your agreement or your relationship with the Credit Union.

#### Effective Date.

This Arbitration Agreement is effective upon the 61st day after We provide this Arbitration Agreement to You (“Effective Date”), unless You opt-out in accordance with the requirements under this Arbitration Agreement.

2. *The “Arbitration and Waiver of Class Action” section is eliminated from the Terms and Conditions.*