

Wings Credit Union, Wings Credit Union doing business as (“d/b/a”) Ent Credit Union (“we,” “us,” “our” and “credit union”) is offering you the opportunity to refer friends via a Referral Program (“Program”) offered on the web site located at Ent.com/friends (the “Site”).

## **1. BINDING AGREEMENT**

By using the Site or participating in the Program, you are bound by these Terms and Conditions (“Terms”) and acknowledge your agreement to them. All of the credit union’s decisions with respect to the Program are final and binding.

## **2. PRIVACY**

The personal information collected, processed, and used as part of the Program will be used in accordance with our Privacy Policy, which is available by link on the Site.

## **3. HOW THE PROGRAM WORKS**

You must be a legal resident of the United States of America and at least 18 years old to use the Site. You must visit the Site and follow the on-screen instructions to refer friends, family members or colleagues. Once an individual makes a referral, he/she becomes a “Referring Member” and will be provided with a unique referral link that allows them to receive the benefit or reward advertised on the Site. Referred friends (“Friends”) must complete the referral as described in the referral message.

## **4. PROGRAM ELIGIBILITY REQUIREMENTS**

- a. Referring Members must be: (i) legal residents of the United States of America; (ii) at least 18 years old; and (iii) have an existing credit union account in good standing.
- b. Friends must be: (i) legal residents of the United States of America; (ii) at least 18 years old; (iii) not an existing credit union member; (iv) qualify for credit union membership and open a savings account with a minimum required deposit of five dollars (\$5); (v) open a new No Strings Checking account; and (vi) within thirty (30) days of account opening make a deposit of one hundred dollars (\$100) into their new No Strings Checking account and activate the debit card associated with the new No Strings Checking account.

## **5. RESTRICTIONS**

Referring Members cannot refer themselves or create multiple, fictitious, or fake accounts with the credit union, or participate in the Program as Friends. Friends can only receive the Friend reward one (1) time. No user may use the Program to violate any law, infringe or violate the rights of any third party, or otherwise act in a manner that is deemed harassing, harmful, illegal, hateful, obscene or outside the spirit and intent of the Program. Additionally, you shall not: (i) tamper with the Program; (ii) act in an unfair or disruptive manner; or (iii) use any system, bot, or other device or artifice to participate or receive any benefit from the Program.

Credit union employees, officials and our subsidiaries, affiliates, or promotional agencies are not eligible to participate in the Program.

## **6. REWARDS**

By making a valid referral, Referring Members will receive fifty- dollars (\$50) and their Friend will receive fifty- dollars (\$50). Rewards shall be redeemable in the form of electronic Visa® or Amazon.com gift cards. Reward redemption emails will be sent within five (5) business days of meeting offer requirements. Restrictions may apply. For example, there may be a limitation on the number of referrals you can make, or if the reward is in the form of a gift card, gift certificate or voucher, it may be subject to the issuer’s terms and conditions. Rewards are subject to verification. The credit union, in its sole discretion may: (i) delay a reward for the purposes of investigation; or (ii) refuse to verify and process any transaction for any reason.

Unless otherwise stated, rewards have no monetary value and may not be redeemed for cash. Rewards are not transferable and may not be auctioned, traded, bartered, or sold.

## **7. LIABILITY**

YOU UNDERSTAND AND AGREE THAT THE RELEASED PARTIES (DEFINED BELOW) SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE CREDIT UNION WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). By participating in the Program, you agree to defend, indemnify, release and hold harmless the credit union, Extole, Inc. as the provider of the referral service, and their respective parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys, and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, operation, or administration of the Program (collectively, the "Released Parties"), from any and all claims, actions, demands, damages, losses, liabilities, costs, or expenses caused by, arising out of, in connection with, or related to the Program (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)) and/or the awarding, receipt and/or use or misuse of any benefit in the Program. The Released Parties shall not be liable for any technical errors or malfunctions, data theft or corruption, any printing or typographical error, or any damage to any computer system resulting from participating in, accessing, or downloading information in connection with the Program. The Released Parties shall not be liable to any users for failure to supply any advertised benefit, by reason of any acts of God, any action or request by any governmental or quasi-governmental entity (whether or not valid), or any other activity or action that is beyond any of the Released Parties' control. TO THE FULLEST EXTENT POSSIBLE BY LAW, THE RELEASED PARTIES' MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

## **8. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (1) THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT THE CREDIT UNION EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND TERMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED THROUGH THE USE OF THE PROGRAM, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (2) THE RELEASED PARTIES MAKE AND GIVE NO WARRANTY THAT: (i) THE PROGRAM WILL MEET YOUR REQUIREMENTS; (ii) THE PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; OR (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE PROGRAM WILL MEET YOUR EXPECTATIONS; AND (3) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PROGRAM IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

## **9. BULK DISTRIBUTION ("SPAM")**

Each Referring Member is the actual sender of the emails and must comply with applicable law. Referrals must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues, and family members. By submitting any email address as part of the Program, the Referring Member represents that he/she has the appropriate permission and consent from each and every Friend. Bulk email distribution, distribution to strangers, or any other use of the services described herein in a manner that is not promoted is expressly prohibited and may be grounds for immediate termination and further legal action. We have no obligation to monitor the Program or any communications; however, the credit union, in its sole discretion, may choose to do so and block any email messages, remove any such content, or prohibit any use of the Program. Referring Members who do not comply with the law, including anti-spam laws, are obligated to indemnify the Released Parties, including the credit union, against any liabilities, damages, costs, and expenses, including reasonable attorney's fees, it incurs as a result of such Spam.

**10. SIGN-IN CREDENTIALS**

Users are responsible for maintaining the confidentiality of any sign-in credentials and are fully responsible for all activities that occur through their use. Users agree to notify us immediately if they suspect unauthorized access to their account. Users agree that the credit union shall not be liable for any loss or damage arising from unauthorized use of their credentials.

**11. RIGHT TO CANCEL, MODIFY OR TERMINATE**

We reserve the right to cancel, modify or terminate the Program at any time for any reason. We reserve the right to disqualify any User (defined below) at any time from participation in the Program if he/she does not comply with any of these Terms.

**12. GOVERNING LAW, VENUE, ATTORNEY'S FEES, JURY TRIAL WAIVER**

This Program is void wherever prohibited or restricted by law; if you live in any jurisdiction where this Program is void, you are not eligible to participate in the Program in any manner. These Terms shall be governed and construed in accordance with the laws of the State of Colorado. Any disputes regarding these Terms shall be within the exclusive jurisdiction of the courts of El Paso County, Colorado, except as otherwise prohibited by applicable law. If legal action is necessary to enforce these Terms, the prevailing party has the right, subject to applicable law, to payment by the other party of all attorney's fees and costs, including fees on any appeal and any post-judgment collection actions. The parties agree that such legal action shall be filed and heard exclusively in El Paso County, Colorado, except as otherwise prohibited by applicable law. THE PARTIES EXPRESSLY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL IN THE EVENT ANY ACTION ARISING UNDER, OR IN CONNECTION WITH THIS AGREEMENT IS LITIGATED OR HEARD IN ANY COURT.

**13. SEVERABILITY**

In the event any part of these Terms is ruled by any court or regulatory authority to be invalid or unenforceable, then these Terms shall be automatically modified to eliminate that part which is affected thereby. The remainder of the Terms shall remain in full force and effect.