

# VISIONS

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## FEDERAL CREDIT UNION

### Refer-a-Friend Terms and Conditions

Visions Federal Credit Union (“we”, “Visions Federal Credit Union” or “Company”) is offering you the opportunity to refer friends to join Visions Federal Credit Union via a Referral Program (“Program”) offered on the web site located at <https://www.visionsfcu.org/> (the “Site”).

- 1. Binding Agreement.** By using the Site or participating in the Program, you are bound by these Terms and Conditions (“Terms”) and indicate your agreement to them. All of the Company’s decisions are final and binding.
- 2. Privacy.** The personal information collected, processed and used as part of the Program will be used in accordance with Company’s Privacy Notice, 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. Next, you must visit the Site and follow the on-screen instructions to refer friends, family members, or colleagues. Users may refer a maximum of 25 friends, family members, or colleagues during each session and a maximum of 100 times throughout the entirety of the Program. Once an individual makes a referral, he/she becomes a “Referrer” and will be provided with a unique referral link (“Personal Link”) that allows them to receive the benefit or bonus advertised on the Site. Referred friends (“Friend” or “Friends”) must complete the referral as described in the referral message.
- 4. Eligibility. A Referrer must be an existing member of Company in good standing.** Friends must be at least 18 years of age and Visions Federal Credit Union membership must be opened online at Site to qualify. Employees, officials, and volunteers of the Company are not able to participate.

Visions Federal Credit Union membership requires a \$25 minimum deposit. New member cannot have existing Visions accounts and is subject to membership requirements. Visit Site for membership eligibility or call the Contact Center at 800.242.2120.

Only one bonus will be given per qualifying Friend, regardless of number of accounts opened. Visions is federally insured by NCUA.

- 5. Restrictions.** Referrers cannot refer themselves or create multiple, fictitious or fake accounts with the Company or participate in the Program as “Friends”. 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 as determined in the sole discretion of Company. In addition, you may 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 in the Program. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE COMPANY RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY’S FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.
- 6. Bonus.** By making a valid referral as determined in the sole discretion of Company, Referrer will receive a \$25 bonus and qualifying Friend will receive a \$25 bonus. Bonuses are subject to verification and are reportable for tax purposes. The Company may delay a bonus for the purposes of investigation. The Company may also refuse to verify and process any transaction for any reason.

Funds will be deposited into the Referrer and Friend’s primary savings account within seven business days of successful account opening.

Valid email address, matching the email used by the Referrer to refer the Friend, must be provided by Friend at time of new account opening for bonus to be considered.

- 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 COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). By participating in the Program, you do so at your own risk and you agree to defend, indemnify, release and hold harmless the Company, 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 (including reasonable attorneys' fees) 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. To be clear, 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, or 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 PERMITTED 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), WILL NOT EXCEED \$100.

8. **Disclaimer of Warranties.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE COMPANY 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; (B) 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, AND (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE PROGRAM WILL MEET YOUR EXPECTATIONS, AND (C) 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 DOWNLOADING OR USE OF ANY SUCH MATERIAL.
9. **Bulk Distribution ("Spam").** Each Referrer 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 Referrer represents that he/she has the appropriate permission and consent. 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 of Referrer's eligibility to participate in the Program and further legal action. The Company has no obligation to monitor the Program or any communications; however, the Company may choose to do so and block any email messages, remove any such content, or prohibit any use of the Program. **Referrers who do not comply with the law, including anti-spam laws, are obligated to indemnify the Program Entities, including Company, 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 the use of them. Users agree to notify the Company immediately if they suspect unauthorized access to their account. Users agree that the Company will 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. **User.** A user is defined as any Friend or Referrer who elects to participate in the Program.