



Refer-a-Friend Terms and Conditions

Westerra Credit Union (“we”, “Westerra Credit Union” or “Company”) is offering you the opportunity to refer friends to join Westerra Credit Union via a Referral Program (“Program”) offered on the web site located at <https://www.westerracu.com> (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 one (1) friend, family member, or colleague during each session and a maximum of 10 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. **Program Eligibility Requirements.** A Referrer must be an existing primary member of Westerra Credit Union in good standing. Friends must be at least 18 years of age, a new member to Westerra Credit Union, and open a Prime Share membership with either a Smart Money Checking or Money Market Select online at Site or at a Westerra Credit Union branch location, and fund account within 30 calendar days to qualify. Employees are able to participate. Officials, and volunteers of the Company are not able to participate.

1) Referring Members must be (i) legal residents of the United States of America, (ii) at least 18 years old and (iii) have an existing Westerra account in good standing. 2) Friends must be (i) legal residents of the United States of America, (ii) at least 18 years old, (iii) not already an Westerra member, (iv) qualify for Westerra membership and open a Prime Share Savings account with a minimum required deposit of \$5, (v) open a new Smart Money Checking or Money Market Select minimum required deposit of \$25, between November 13, 2024 and December 31, 2024 and, (vi) within thirty (30) days of account opening; (a) fund their new Smart Money Checking or Money Market Select account.

Westerra Credit Union membership requires a \$5 minimum deposit. New members cannot have existing Westerra accounts and are subject to membership requirements. Visit Site for membership eligibility or call the Contact Center at 800.858.7212. Only one bonus will be given per qualifying Friend, regardless of number of accounts opened. Westerra 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. Rewards. By making a valid referral as determined in the sole discretion of Company, Referrer will receive a \$50 bonus in the form of a gift card. 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. 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. Westerra, in its sole discretion, (i) may delay a reward for the purposes of investigation and (ii) may also 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 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.

13. 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 Denver 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 Denver 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.

14. 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.