

USALLIANCE Financial Refer-a-Friend Program Terms and Conditions

This USALLIANCE Financial Refer-a-Friend Program Terms and Conditions document (hereinafter “Agreement”) is a contract between you and USAlliance Federal Credit Union, dba USALLIANCE Financial (hereinafter “we,” “us,” “our” or “USALLIANCE Financial”) in connections with the Refer-a-Friend Program (“Program”) as defined below through our online banking site (the “Refer-a-Friend Program Site”).

1. **Binding Agreement.** By using the Refer-a-Friend Program Site or participating in the Program, you are bound by these Terms and Conditions (“Terms”) and indicate your agreement to them.
2. **Privacy.** The personal information collected, processed and used as part of the Program will be used in accordance with USALLIANCE Financial’s [Privacy Policy](#).
3. **Eligibility.** Referrer and Referred Friend must be a legal resident of the United States of America and at least 18 years old to participate in this Program. Referrer must visit the Refer-a-Friend Program Site and follow the on-screen instructions to refer friends, family members or colleagues (“Referred Friend”). Referred Friend means a person who is not currently a member of USALLIANCE Financial, has never been a member of USALLIANCE Financial, and is referred to USALLIANCE Financial by an Eligible Referrer through the Program. The Referrer must be a current member of USALLIANCE Financial who maintains an SMA Checking or MyLife Checking account in good standing, and has not been subject to account suspension or closure for cause. The Referrer must provide the Referred Friend with a unique referral link. The Referred Friend must complete the referral as described in the referral message along, open a MyLife Checking Account, and complete the Qualifying Transactions with the specified timeframe for the Referrer and Referred Friend to receive the incentive.
4. **Restrictions and Abuse of Program.** Participation in the Program is limited to eligible individuals and must be lawful, personal, and consistent with the spirit and intent of the Program. Referrers may not refer themselves, participate as a “Referred Friend,” or attempt to obtain incentives through another email address, phone number, identity, account, device, or other means under their control. Referrers also may not create, assist in creating, or encourage the creation of multiple, fictitious, fraudulent, synthetic, temporary, or straw accounts, or submit referrals or applications containing inaccurate, incomplete, misleading, or unverifiable information. Referrals must be made only to individuals with whom the Referrer has a personal relationship, in a customary personal manner, and only where the Referrer has the necessary permission and consent to provide contact information or send referral communications. Bulk distribution, spam, distribution to strangers, public posting of referral links or QR codes, use of coupon or referral-farming sites, online forums, social media groups, paid advertisements, mass distribution lists, lead-generation services, bots,

scripts, automated tools, paid traffic, or other artificial or unauthorized methods of generating referrals are prohibited. Participants may not buy, sell, trade, auction, or exchange referral links, QR codes, referrals, incentives, or account-opening activity; coordinate circular, reciprocal, or chain referrals; control, access, fund, or transact on another person's account to obtain an incentive; or structure account activity, transactions, deposits, payments, transfers, account openings, or account closures primarily to satisfy Program requirements or obtain a promotional incentive without a legitimate consumer purpose. Any person participating in the Program may not violate any law, infringe any third-party rights, tamper with the Program, engage in harassing, harmful, hateful, obscene, unfair, or disruptive conduct, or otherwise misuse, manipulate, exploit, evade, or improperly obtain incentives under the Program. USALLIANCE Financial may, in its sole discretion, monitor the Program and related communications, block communications, remove content, disqualify, withhold or revoke incentives, or suspend or terminate participation at any time. Any person participating in the Program who violates these Terms or applicable laws, including anti-spam laws, may be required to indemnify USALLIANCE Financial and related Program entities for any resulting liabilities, costs, and expenses. Any attempt to damage or undermine the legitimate operation of the Program may violate civil or criminal law, and USALLIANCE Financial reserves the right to seek all remedies available at law or in equity, including attorneys' fees and criminal prosecution, to the fullest extent permitted by law.

5. **Incentives.** The Referrer will receive \$25.00 and the Referred Friend will receive \$25.00 once the Referred Friend completes the required Program requirements as disclosed in this Agreement and Refer-a-Friend Disclaimer. Eligible Referrers can earn a maximum of 10 incentives per year, for a total of \$250.00 per calendar year. Incentives are subject to verification. USALLIANCE may delay, withhold, deny, or reverse any reward if it determines that the referral or account activity is fraudulent, abusive, in violation of these terms, not eligible, or the result of system error.
6. **Transaction Processing.** USALLIANCE Financial may also refuse to verify and process any transaction for any reason. USALLIANCE Financial shall not be responsible or liable for any refusal, delay, interruption, or failure to verify, process, approve, or complete any such transaction.
7. **Arbitration; Class Action Waiver.** Our Truth-in-Savings Disclosure and Membership Agreement includes an Arbitration and Class Action Waiver provision. By using the Refer-a-Friend program you Acknowledge and agree that the Arbitration and Class Action Waiver provisions apply to use of this Program and for any claims or disputes You assess against USALLIANCE Financial.
8. **Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in

which you reside, without regard to its conflicts of laws provisions. TO THE EXTENT THAT THE TERMS OF THIS AGREEMENT CONFLICT WITH APPLICABLE STATE OR FEDERAL LAW, SUCH STATE OR FEDERAL LAW SHALL REPLACE SUCH CONFLICTING TERMS ONLY TO THE EXTENT REQUIRED BY LAW. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 7 (Arbitration; Class Action Waiver) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 7 (Arbitration).

9. **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 participants at any time from participation in the Program if he/she does not comply with any of these Terms.