

CUDeals

Credit Union of Denver's CUDeals Terms and Conditions

These Terms and Conditions govern the Credit Union of Denver (C·U·D) CUDeals program. Your click accepting these CUDeals Terms and Conditions or requesting to "View Offers", your participation in CUDeals, or your acceptance, redemption, or receipt of any offer or reward made available in connection with CUDeals, constitutes your acceptance of and agreement to these CUDeals Terms and Conditions. We may amend these CUDeals Terms and Conditions from time to time, and any subsequent use of CUDeals constitutes your acceptance of any amendment.

Details on CUDeals and instructions on how to use the program are shown in C·U·D 's online banking CUDeals pages.

Only the C·U·D debit card(s) and credit card(s) associated with an eligible checking account are eligible for use with CUDeals. CUDeals rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types. C·U·D reserves the exclusive and absolute right to determine card eligibility and any issues regarding interpretation of eligibility at C·U·D's absolute discretion. If you are unsure whether your card qualifies for CUDeals, please contact the Credit Union.

To qualify for CUDeals rewards, your purchase must be made as specified in the CUDeals offer. To qualify, a purchase must comply with offer specifications, such as where the purchase can be made (e.g., online, at a store location, by telephone, etc.), expiration dates, minimum purchase amounts, purchase limits, and other applicable conditions. You must pay for the purchase using your eligible debit or credit card. Both credit and debit earned rewards will be posted to the linked checking account the 3rd week of the following month that the transaction was completed.

While we and the merchants work hard to properly track and credit all qualifying purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact the CUDeals support team at 303.239.1150 or 800.279.3288 if you believe you have made a qualifying purchase for which you did not receive CUDeals rewards. We will try to help with correct tracking and crediting but we are not obligated to deliver on the offer.

All CUDeals offers and rewards are provided by participating merchants, not by C·U·D. You acknowledge and agree that the merchants are solely responsible for setting the specifications for a qualifying CUDeals purchase, and you are solely responsible for complying with such specifications to receive CUDeals rewards. The merchants are solely responsible for the content and offers presented through CUDeals. C·U·D makes no guarantees, warranties or promises of any kind and we shall have no liability as to the version or accuracy of CUDeals offer information nor any responsibility for merchant fulfillment of any offer. Participating merchants are subject to change at any time without prior notice and from time to time. We are not responsible for the failure of a merchant to honor an offer or provide a reward after leaving our CUDeals program.

Unaccepted, inactivated, or unredeemed CUDeals offers may be withdrawn at any time by the offering merchant. Offers may not necessarily be repeated or re-offered, notwithstanding any conduct or purchasing activity on your part. If your checking account is closed for any reason prior to the

crediting of any earned CUDeals reward, such reward will be forfeited in its entirety, and neither we nor the merchant shall have any liability to you.

Participating merchants are not affiliated with C·U·D or with any of our affiliated companies. We do not make, and we hereby disclaim, any representation, warranty, or endorsement with respect to: any and all participating merchants and their respective goods and services; fulfillment of any transaction between you and a merchant; any merchant's compliance with its CUDeals offer, commitment, promotion, incentive, or reward of any kind; and any merchant's policy positions or business practices. Any merchandise returns must be made to the merchant, not to or through us. If you have any claim against or dispute with any merchant concerning goods or services purchased from them, you agree that: you must resolve such claim or dispute directly with the merchant; we shall have no liability whatsoever arising out of such claim or dispute; and you will not involve us in such claim or dispute.

CUDeals is offered at our sole discretion, and we have no obligation to continue CUDeals or to make CUDeals available at or during any particular time, or at all. We reserve the right to amend, cancel, change, discontinue, or suspend CUDeals, in whole or in part, at any time at our discretion and without notice to you, and any such action shall be effective as of the time we determine.

You agree that any CUDeals notice, including (without limitation) any notice of a change in terms, may be provided to you electronically by posting on our website, sending it via email, or sending you an email notifying you that it is available on our website. Any notices sent by email will be sent to your email address on record with us. It is your responsibility to keep your email address updated with us. It shall be your responsibility to periodically review the CUDeals Terms and Conditions at our website to stay aware of the most current Terms and Conditions. We may also send you any CUDeals notices (or copies of them) on paper, any time at our discretion.

All terms, conditions, and agreements governing your C·U·D membership, accounts and services remain in full force and effect, and are not in any way conditioned on the availability or operation of the CUDeals program.

You will be solely responsible, indemnify and hold C·U·D harmless from any taxes resulting from any CUDeals rewards. You are also solely responsible for any taxes, fees or charges associated with claiming any CUDeals offer or reward. The program is void where prohibited by law, and we shall have no liability whatsoever in the event any applicable law restricts or invalidates any CUDeals offer or reward.

Your participation in CUDeals is strictly voluntary and you may decline to participate at any time, by simply not clicking on a "View Offers" link. We shall have no liability for, and you hereby absolutely and unconditionally release and discharge us (including our and our affiliates' officers, directors, agents, representatives and employees) from any and all losses, costs, suits, damages, claims, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) arising from or related in any way to (i) the CUDeals program, (ii) any participating merchant's performance or non-performance of any program obligations (including without limitation, fulfillment of any offer or reward), (iii) any goods or services obtained by you from a participating merchant, and (iv) any act or omission by a participating merchant in connection with any transaction between you and such merchant. In the event you are dissatisfied or aggrieved in any way with respect to CUDeals, your sole and exclusive remedy as between you and us shall be to decline further participation in the program.

We may provide links from our website to third party websites, such as participating merchants' websites or others, in connection with CUDeals. We do not own, operate, control or maintain such

third party websites, and any links to such websites are provided strictly for convenience. If you click a link for a third party website, you will be leaving our website and navigating to the third party website. We do not control nor are we responsible for the content of any third party website; we do not endorse or guarantee any products, services, information, or recommendations provided by or through any third party website; and we are not liable in any way for any products or services shown on or provided by or through any third party website. Third party website privacy, information-sharing and security policies and procedures are separate and distinct from ours, so please be aware that a third party website may not be as secure as ours.

These CUDeals Terms and Conditions constitute the current, valid agreement between you and us with respect to CUDeals and your participation in the program. These CUDeals Terms and Conditions replace and supersede all prior versions and any other rewards program that CUDeals has replaced. Any frequently-asked-questions and other CUDeals information is published on our website (collectively, "FAQs") are incorporated by reference and made a part of these CUDeals Terms and Conditions; provided, however, that in any conflict between FAQs and these CUDeals Terms and Conditions, these Terms and Conditions shall control. These CUDeals Terms and Conditions shall be governed by the laws of the State of Colorado, without regard to any conflicts of law principles that would choose another state's law. No delay or omission on our part shall impair any right or remedy available to us or be construed as a waiver of any right or remedy; nor shall any single or partial exercise of a right or remedy preclude full exercise thereof or the future exercise of that or any other right or remedy. No waiver shall be valid unless in writing and signed by our authorized representative. A waiver of any right or remedy on any one occasion shall not be construed as a bar or waiver for future occasions. We shall have sole and absolute authority in interpreting and administering CUDeals and these Terms and Conditions, and our decision on any such matter shall be binding on you. If any provision of these CUDeals Terms and Conditions is found by a court or arbitrator to be invalid, you and we hereby authorize the court or arbitrator to endeavor to give effect to the parties' intentions as reflected in the provision, and if such a construction is not reasonably possible, such provision shall be severed from these CUDeals Terms and Conditions, and all other provisions shall remain in full force and effect.