

Member Rewards Program Terms & Conditions

THIS AGREEMENT

The Wings Member Rewards program is offered by Wings Financial Credit Union (“Wings”) and is administered by Engage People Inc. (“Engage”). These terms and conditions govern the Wings Member Rewards program and use of the Wings Member Rewards site. Use of your Account or any feature of this program, including access and use of the Wings Member Rewards site indicates your acceptance of the terms of this Agreement.

This Agreement covers program rules for:

- Wings Member Rewards program participation, product eligibility, point earning and point restrictions
- The Wings Direct service to enable Members to shop for Merchandise from select Retailers directly on the Retailers online store and pay for purchases using Member Rewards Points, or a combination of Points and a credit card.
- The Member Rewards Catalog to enable Members to shop for merchandise, gift cards and other rewards as part of an online catalog and pay for purchases using Member Rewards Points.
- General provisions for the Wings Member Rewards program.

Each time you access and use the Wings Member Rewards site, you agree to these terms and conditions for the Wings Member Rewards program, the Wings Direct service, the Member Rewards Catalog, the general provisions of this Agreement and Engage’s privacy policies located at www.engagepeople.com/privacy/, which form a part of this Agreement.

DEFINITIONS THAT APPLY TO THIS AGREEMENT

“**Account**” means a Wings Member Rewards Account that is opened in your name and that may be accessed by logging into Wings CU Online.

“**Agreement**” means these Terms and Conditions, the privacy policy located at www.engagepeople.com/privacy/, and any changes that we may make to any or all of the foregoing.

“**Browser Add-On**” means the browser extension you must download to your computer or laptop before you can use Wings Direct.

“**Engage People Inc.**” or “**Engage**” is the independent third-party entity that administers and manages Wings Direct and the Member Rewards Catalog, having its head office at 1380 Rodick Road, Suite 300, Markham, Ontario, Canada L3R 4G5.

“**Gift Card**” means the electronic or physical card or other such access device that is purchased by a Member through the Wings Direct or Wings Member Rewards Catalog, which permits a Member to purchase goods and services from a Retailer’s e-commerce site or at retail points-of-sale.

“**Member,**” “**you**” or “**your**” means any natural person who has been approved for, and accepted membership with, Wings Member Rewards.

“**Member Rewards Catalog**” or “**Catalog**” means Wings’ online shopping Catalog that enables Members to shop for and purchase Merchandise and Gift Cards from select Retailers using Member Rewards Points.

“**Member Rewards Points**” or “**Points**” means the rewards currency earned by a Member through his or her membership in Wings Member Rewards.

“**Merchandise**” means any goods or services (including Gift Cards) purchased on your Account from a Retailer through Wings Direct or from Wings Member Rewards Catalog

“**Retailer**” means a supplier (which includes manufacturers, resellers and retailers) offering Merchandise for purchase on the Site through Wings Direct or from the Member Rewards Catalog.

“**Site**” means the online site administered and managed by Engage on which Members can access and participate in Wings Direct and the Member Rewards Catalog.

“We,” “us” and “our” means Wings and Engage.

“Wings Direct” means Wings’ online program that allows Members to redeem Member Rewards Points in connection with purchases of Merchandise online directly from Retailers on the Retailers’ sites.

“Wings Member Rewards,” “Member Rewards” or “Program” means the program offered by Wings to issue Points to Members on participating products or services.

WINGS MEMBER REWARDS PROGRAM

Wings Member Rewards Program Overview

The Wings Member Rewards program is designed to reward participating Members with Points that will be accumulated and managed in a Points account. Points will be earned by using qualifying Wings products and services. Members may visit the Wings Member Rewards site to exchange Points through the Catalog and Wings Direct. Each redemption option is subject to its own terms and conditions for reward selection, confirmation, delivery, returns and service as covered in this document. Please read this document carefully.

Member Eligibility

All Wings members who are 18 years of age or older and have the legal capacity to enter into a binding contract are eligible to participate in the Program. To participate in the Program, members must qualify for at least one product included in the Program. A Point account will be established for the primary member of an eligible product or service. A person who does not serve as the primary member on an eligible account will not have a Point account opened until such time they become a primary member on an eligible product or service.

Points

There is no limit to the number of Points that can be earned, unless expressly stated in this document or expressly stated with promotional opportunities. Points earned from eligible products will be credited into the Points account for the Member who is the primary member on that eligible product. Members will have use of Points as long as they are in good standing with Wings. Points do not expire. Points earned through the Program are not property, have no cash value and are not transferable in any way. The value of Points varies according to how you choose to use them. You will be responsible for any federal, state, or local taxes resulting from the exchange of Points for rewards. You will also be responsible for any fees or other charges due in connection with the redemption of Points.

Program Restrictions & Point Forfeiture

Point earning and use of your Points is dependent on your membership being in good standing. Points will not be earned on participating Accounts if any Wings accounts are not in good standing due to an account hold restricting deposits, withdrawals or check cashing, or due to your account being overdrawn, delinquent, in collections, bankruptcy, or if Wings suspects fraudulent activity or manufactured spending on your Account or with the Program. Points earning will continue when participating Accounts and membership are returned to good standing. Points otherwise earned while the Account or membership is not in good standing will not be retroactively earned upon its return to good standing.

All Points will be forfeited upon voluntary or involuntary termination of your Wings Financial Credit Union membership.

PRODUCT ELIGIBILITY & POINT EARNING

Wings Visa® Debit Cards

Wings Visa Debit Cards on personal accounts are eligible for participation in the Program upon completion of the enrollment process. Wings Visa Debit Cards on business accounts, trust accounts, or accounts held in a fiduciary capacity are not eligible for the Program. Wings Visa Debit Card participation in the Program requires Member enrollment in Wings eDocuments and agreement to these Terms and Conditions. Members must complete the online enrollment process through CU Online or through the Wings Mobile App to be eligible and to earn Points from their qualifying debit card transactions. Points earned on Wings debit card(s) are awarded to the primary Member of the checking account for which the debit card is issued.

Members will earn 1 Point for every \$2 in qualifying purchases. Points are rounded to the nearest whole Point.

Point earnings and adjustments are posted to the primary Member's point account within ten business days from the date of the posted purchase or account adjustment. Qualifying debit card purchases include purchases of goods or services you or any authorized user on your Account makes, less any purchase returns, refunds, or credit adjustments. PIN Debit transactions do not qualify for Points. Purchases classified PIN debit or transaction processing through PIN networks, even if a PIN was not entered, are not qualified purchases. Merchants have sole discretion on how they process purchases and if a PIN network is used. Wings cannot change the transaction classification of purchases and will not award Points for PIN transactions. Points will not be earned for ATM transactions, cash advances and quasi-cash transactions. Points for unauthorized, fraudulent or disputed charges will be reversed. Wings is not responsible for how a transaction is processed by a merchant. Purchase returns or adjustments will reduce Point Account balances at the same earning rate for purchases, down to and including a negative Point Account balance.

Wings Member Rewards Visa® Signature Credit Cards

Members who apply for and are approved for the Wings Member Rewards Visa Signature credit card will be automatically enrolled in the Program. All cards issued on a Member Rewards credit card account are eligible to earn Points. Points earned from all card purchases on a Member Rewards credit card will be credited to the Member Account who serves as the primary member on the Wings Member Rewards credit card.

Members will earn 2 Points for every \$1 in qualifying purchases. Points are rounded to the nearest whole Point.

Point earnings and adjustments are posted to the primary Member's Point Account within ten business days from the date of the posted purchase or account adjustment. Qualifying credit card purchases include purchases of goods or services you or any authorized user on your account makes, less any purchase returns, refunds, or credit adjustments. Points will not be earned for interest or finance charges, payments, all card fees, balance transfers, cash advances and quasi-cash transactions, lottery tickets, casino gaming chips, race track wagers or similar betting transactions, any checks that access your account, unauthorized, fraudulent or disputed charges. Purchase returns or adjustments will reduce Point Account balances at the same earning rate for purchases, down to and including a negative Point Account balance.

Other Eligible Products & Services

Wings may extend Program eligibility to additional products and services from time to time. Wings will communicate to Members when additional products and services are available for the Program. Point earning or Point redemption values will be communicated when products or services are made available, as well as any other promotions.

Bonus & Promotional Points

From time to time, Wings may offer opportunities to earn bonus or promotional Points on eligible products and or qualifying purchases. Terms of the offer, including Point earning rates, will be communicated at the time of the offer.

WINGS DIRECT

Wings Direct Overview

Wings Direct enables Members to shop for Merchandise from select Retailers directly on the Retailer's online store and pay for purchases using Member Rewards Points, or a combination of Points with a Wings credit and/or debit card. To use Wings Direct, you must be a member in good standing, have an active email address, and download the browser add-on to your computer or laptop. All questions related to Merchandise purchased on Wings Direct, including shipping or delivery information, or product issues, must be addressed directly with the online Retailer from which you made your purchase. Instructions on how to use Wings Direct can be found in the Member Rewards FAQ.

Merchandise Pricing

The purchase price of Merchandise offered by Retailers through Wings Direct is shown in the Retailer's local currency and is subject to change without notice. The purchase price does not include applicable taxes and shipping charges, unless expressly provided. The total purchase price of your Merchandise, including applicable taxes and shipping charges, will be displayed during your checkout process. Any fees or charges above and beyond your total purchase price paid by you at check-out, such as customs duties in connection with international shipping or subsequent changes you make to your order directly through the Retailer, will be your responsibility.

Points Availability, Redemption for Purchases and Payment “Top-Ups”

The number of Points you have available in your Account while you are shopping on a Retailer’s site accessed through Wings Direct is displayed on your screen the entire time you are browsing such Retailer's site. Wings Direct also will display the corresponding number of Points you must redeem to purchase an item entirely with Points.

You may pay for your purchase of any item using Points alone, or Points in combination with an amount billed to your Wings credit or debit card. If you intend to purchase Merchandise using a combination of your Points and a Wings credit or debit card payment, Wings Direct will display the number of Points that you intend to redeem in respect of such purchase, their value in the Retailer’s local currency, plus the additional amount (in such local currency) that will be charged to your Wings credit or debit card to complete your purchase. Minimum Point redemption may apply.

Merchandise Availability

Merchandise availability is subject to change without notice. As Retailers change brands, models, specifications, patterns, and pricing for Merchandise from time to time, they have the right to revise, amend, modify or discontinue, at any time without prior notice, the Merchandise available for purchase by Members and we reserve the right to change, at any time without notice, the amount of Points required to purchase any Merchandise. Your ability to choose a substitute item or new selection in place of any unavailable item is subject to the applicable Retailer’s substitution policy. We cannot provide any assurances that any Retailer will participate in Wings Direct at any time and you agree that you will not hold either Wings or Engage responsible if any Retailer decides to withdraw from Wings Direct.

Purchase Validation

In order to protect you, Wings and Engage from fraudulent transactions, we may provide your transaction-related information to a reputable third-party organization for review and address validation. If there is reason to believe a transaction is fraudulent, we may call you to verify your purchase.

Some Retailers will require you to verify your identity when using your credit card to make a purchase. This process varies and may be dictated by the retailer, the credit card issuer, or both. Neither Wings nor Engage shall have any access to information requested by any such Retailer to verify your identity. If the validation process is lengthy, your attempted purchase could be timed out and you would need to begin the purchase process again. Neither Wings nor Engage is responsible for this experience.

Shopping Cart

Merchandise orders that you place in your shopping cart are only pending orders. Pending orders are not shipped, and Points are not deducted from your Account until your purchase is confirmed. To update your Merchandise quantity and selections in your shopping cart, follow the prompts and then select “Update Cart.” To remove a product from your cart, click on the “Remove” button next to the product name.

Purchase Confirmation and Delivery

You will receive an email confirmation from donotreply@wingsfinancial.com showing the number of Points you redeemed for any purchase of Merchandise you make at a Retailer through Wings Direct. You may also receive an email confirmation and/or delivery instructions directly from such Retailer for your purchase of Merchandise. All deliveries will be handled directly by the Retailer. Neither Wings nor Engage will be responsible for any delays in delivery.

Merchandise Returns and Refunds

All Merchandise returns and refunds are handled by the Retailer from which you made your purchase, and such Retailer's return/refund policy shall govern such return and request for any refund or exchange.

If a Retailer agrees to refund your purchase of Merchandise, Engage will credit your Account with the full amount of Points you redeemed to make such purchase. Engage will provide such credit within 7 days of notice from the Retailer, or our affiliate retail network, that your purchase has been refunded. The Retailer will be solely responsible for ensuring you receive a credit for any portion of your purchase made by your credit or debit card. If you earn Points in respect of a purchase and thereafter cancel such purchase, or return the purchased Merchandise for a refund, all Points earned on such purchase will be removed from your Account. If you receive a store credit instead of a refund, your Points will not be returned to your Account.

Merchandise Disputes

You must deal directly with the Retailer regarding any disputes you may have about the Merchandise you purchase through Wings Direct, including any defects or if the Merchandise is not delivered to you on time or at all.

Browser Add-On

The Wings Direct Browser Add-On is a browser extension technology that operates with Wings Direct to enable you to redeem your Points for Merchandise at Retailers through Wings Direct. The Browser Add-On can only be used on a computer or laptop. It cannot be used on any other type of electronic device. You must use Chrome, Firefox or Safari in order to properly utilize the Browser Add-On. Given that versions often change on browsers, if your browser is not up to date, a message will be sent to have you update your browser. The Browser Add-On is owned by Engage, which is solely responsible for ensuring the proper functioning of the Browser Add-On at all times. Engage warrants that the Browser Add-On will not harm your computer or laptop, nor will it result in the deposit of any cookie or other tracking mechanism on your computer or laptop while it is on your computer or laptop or after you delete it from your computer or laptop. Wings and its affiliates are not responsible and shall not be liable to you in any manner whatsoever for the Browser Add-On, including for the operation of Wings Direct through the Browser Add-On.

Your License to Use the Browser Add-On: You are hereby granted a limited, revocable, royalty-free, non-transferable, non-exclusive license to use the Browser Add-On on your computer or laptop in connection with Wings Direct. Wings or Engage may terminate your license to use the Browser Add-On at any time with or without any reason.

You must not:

- rent, lease, lend, sell, redistribute or sublicense the Browser Add-On;
- decompile, reverse engineer, disassemble, modify, create derivative works of, or attempt to derive the source code of, the Browser Add-On or any part of it; or
- use the Browser Add-On for any purpose that is illegal, fraudulent or infringes on another person's rights.

You must comply with any requirements of your computer or laptop service provider, your wireless services carrier or any similar third party, relating to your use of the Browser Add-On.

Downloading or Deleting the Browser Add-On: If you have any problems downloading the Browser Add-On or problems with the Browser Add-On after downloading it to your computer or laptop, please contact Engage directly at wingssupport@engagepeople.com. You can delete the Browser Add-On from your computer or laptop at any time. Deletion of the Browser Add-On from your computer or laptop will mean that you cannot use Wings Direct on that computer or laptop until the Browser Add-On is reinstalled.

MEMBER REWARDS CATALOG

Member Rewards Catalog Overview

Member Rewards Catalog enables Members to use Points to shop for Merchandise and Gift Cards from select Retailers through an online Site, maintained by Engage. The Catalog can be accessed only through Wings CU Online.

Merchandise Pricing and Availability

Merchandise pricing will be displayed in Points. Shipping and handling costs will be included within the Merchandise pricing. All taxes in connection with your purchase of Merchandise also will be included within the Merchandise pricing (taxes are not payable on Gift Cards). If any item listed or shown for purchase through the Catalog is no longer available, the Catalog will show a "0 quantity available" message or the item will be removed from the Catalog. As Retailers change brands, models, specifications, patterns, and pricing for Merchandise from time to time, we reserve the right to revise, amend, modify or discontinue, at any time without prior notice, the Merchandise available for purchase by Members and/or the amount of Points required to purchase any Merchandise. On occasion, it may be necessary to substitute items. If a suitable substitute cannot be found, we will advise you that a new selection is necessary, or the total amount charged to your Account will be credited back to your Account. We cannot provide any assurances that any Retailer will participate in the Member Rewards Catalog at any time, and you agree that you will not hold either Wings or Engage responsible if any Retailer decides to withdraw from the Member Rewards Catalog.

We reserve the right to limit the quantities of Merchandise that you, your family or any group can purchase using your Points, to reject, correct, cancel or refuse orders, and to terminate your registration to the Member Rewards Catalog or the Member Rewards Program in our discretion, including, without limitation, if we believe that your conduct contravenes applicable law or is harmful to the interests of Wings or Engage, or their respective representatives, agents, contractors, suppliers or licensees, or to the interests of the Wings Member Rewards Program or the Member Rewards Catalog.

We further reserve the right to place restrictions on who may purchase Merchandise, what Merchandise may be purchased and where Merchandise may be shipped.

Payment with Points for Merchandise/Gift Card Purchases

Payment with Points is required at the time of any Merchandise purchase. Your available Points balance will be verified at checkout.

Purchase Confirmation

You agree to receive electronic communications (e.g., emails) in the course of your use of the Catalog. You agree and accept that we will confirm all valid purchases made through the Catalog by sending you an email upon completion of each purchase (confirmation emails are sent upon completion of your purchase, but on occasion you may encounter a lag time of up to 30 minutes before receipt).

Purchase Validation

In order to protect you, Wings and Engage from fraudulent transactions, we may provide your transaction-related information to a reputable third-party organization for review and address validation. If there is reason to believe a transaction is fraudulent, we may call you to verify your purchase.

Merchandise Shipping

Shipping of items typically takes 7 to 10 business days from our receipt of your order. Therefore, remember to order early for holidays and special occasions. Multiple items may not always be shipped together, and thus you may receive several shipments to complete your order. You assume responsibility if Merchandise is stolen after delivery to the address provided at checkout. Deliveries cannot be made to rural routes or to addresses outside of the continental United States. Only Gift Cards, but not Merchandise, can be delivered to a Post Office Box. Large products are shipped via common carrier truck lines that provide curbside delivery only. Installation of major appliances is not included. Although we cannot guarantee delivery dates, orders made after December 1 are not likely to be delivered in time for Christmas.

We will use commercially reasonable efforts to ensure delivery of items as quickly as possible and within time periods indicated below or on the Site; however, we will not be responsible for any delays in delivery that are out of our control. You agree that we will attempt to provide you with email notification of any delivery delays affecting your orders.

We reserve the right, in our discretion, to refuse to ship items purchased through the Site to certain addresses. In the event that we choose not to ship an item to you, you agree that we will attempt to notify you by email and the total amount of Points charged will be credited back to your Account.

Merchandise Returns

If you are not satisfied with your product, please notify us within 14 calendar days of delivery and we will accept its return. You must return the item unopened, in its original packaging, together with all original manuals, cords and accessories. If your item is defective or damaged when delivered to you, or if an incorrect item is delivered to you, please notify us within 7 calendar days of such delivery and we will accept its return. You must return the item with its original packaging, together with all original manuals, cords and accessories. For defective items or incorrect shipments, the return shipping charges will be covered by Wings. Otherwise, return shipping charges are your responsibility and will be calculated depending on the size and weight of the Merchandise and your location. If the item is defective and you want to return it more than 7 calendar days after delivery, please contact the manufacturer directly for repair or replacement under warranty. For any and all Apple product defects, you must contact Apple Care or visit an Apple store for assistance. **All Apple products can be returned only within 7 calendar days of receipt, provided they are unopened.** You may also contact us if you require any further assistance with the return of your product.

PLEASE NOTE THAT THESE ITEMS CANNOT BE RETURNED: All gift cards, jewelry, earrings, watches, sunglasses, cosmetics, health and personal care items (e.g., razors, shavers, epilators, flat irons, curlers, massagers, toothbrushes, shower heads), baby products (e.g., car seats, strollers containing car seats, diapers, breast pumps), perishable goods, SodaStream machines, hazardous goods, barbecues, bedding, pillows, sheets, books, motorized vehicles, phones, headphones, clothing, opened CDs/DVDs/games, copyrighted materials such as sheet music, refurbished products, quantity or special buy items. Clearance items cannot be returned unless they are defective or the incorrect item was shipped.

To initiate a return, please email us at wingssupport@engagepeople.com. We will contact you with specific return instructions. Please follow the instructions sent to you to ensure prompt processing of your refund or shipment of the replacement unit. As soon as the item is received in our warehouse, we will assess the reason for the return and verify that the item is unused and that all original materials sent with the item have been returned. Upon such verification, we will then issue a full refund to your Account or send you a replacement product.

IMPORTANT: In the event that a returned order is missing original materials, the return may be rejected or the value of the missing materials may be deducted from the total Points refund amount, as applicable, such decision to be made in our sole discretion.

Shopping Cart

Merchandise orders that you place in your shopping cart are only pending orders. Pending orders are not shipped, and Points are not deducted from your Account until your order is confirmed. To update your Merchandise quantity and selections in your shopping cart, follow the prompts and then select "Update Cart." To remove an item from your cart, click on the "Remove" button next to the item name. All items left in your shopping cart will be removed when you sign out or when your account times out.

GENERAL PROVISIONS

Your Information

In addition to any disclosure of your information that Engage may make in accordance with our privacy policies (found at www.engagepeople.com/privacy/), you authorize us to disclose information you have provided, or information that we have obtained, about your Account or shopping behavior, to comply with government agency or court orders or requests.

Your Responsibilities

You are responsible to keep your CU Online registration information, any Browser Add-On download information, and your user name password confidential. This means that you should not share any of this information with anyone. You should not use information that can be easily guessed by anyone, such as your birth date or telephone number. You are responsible for monitoring your Account activity and changing your password from time to time as a safeguard. Neither Wings nor Engage will be responsible for the use of your Account information by any other person, regardless of whether authorized by you. Any such use may result in the forfeiture of your Wings Rewards membership and the cancellation of any purchases made through your Account in respect of such use.

Site Ownership and Trademarks

The Site, including each of its modules and the arrangement and compilation of the content found on the Site, is the copyrighted property of Engage and/or its various third-party providers, including Retailers, distributors, and other information providers, as applicable. In addition, the trademarks, logos and service marks displayed on the Site (collectively, the "**Trademarks**") are the registered and common law trademarks and service marks of Engage and Wings and their respective affiliates, and various third parties, including Retailers. Nothing contained on this Site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trademarks without the written permission of (as applicable) Engage or Wings, or such other party that owns the Trademarks.

Retailer and Other Third-Party Websites

You understand and acknowledge that each Retailer is responsible for its own Merchandise and we do not endorse or take responsibility for the quality or functionality of Merchandise offered on any Retailer's website. Further, while we facilitate your use of Points to make purchases from participating Retailers through Wings Direct or Member Rewards Catalog, if you choose to visit a Retailer's e-commerce site, whether by accessing it through a link on the Site or otherwise, such Retailer will be responsible for all aspects of a purchase from such site, including order processing, order fulfillment, shipping and

handling, billing and payment and customer service. Neither Wings nor Engage will be a party to any such transactions entered into between you and such Retailer; thus, in respect of any such purchases, you must direct your comments, complaints or inquiries regarding your purchases to such Retailer. All rules, policies (including privacy policies) and operating procedures of Retailers will apply to you while you are shopping on their sites, whether through Wings Direct, Member Rewards Catalog, or otherwise.

The Site may contain links to other third-party websites that are not owned or controlled by Wings or Engage. Neither Wings nor Engage has control over, and neither assumes responsibility for, the policies or practices of any such third parties or the content and services offered on and through their websites. In addition, neither Wings nor Engage will or can censor or edit the content of any third-party website (including that of any Retailer). By using the Site, you expressly release Wings and Engage from any and all liability arising from your access to and use of any Retailer and other third-party website and the content displayed and/or distributed thereon. Accordingly, we strongly encourage you to be aware when you leave the Site and enter a Retailer or other third-party website, and to read the terms and conditions (including any privacy policy) of each such website that you visit.

Severability

If a provision of this Agreement is found by a Court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified or stricken, and the remaining provisions shall remain in full force and effect.

Disclaimer

WINGS DIRECT AND MEMBER REWARDS CATALOG ARE BEING PROVIDED TO YOU "AS IS" WITH NO WARRANTIES OR GUARANTEES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WINGS AND ENGAGE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO WINGS DIRECT OR MEMBER REWARDS CATALOG, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NONINFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE. NEITHER WINGS NOR ENGAGE WARRANTS, GUARANTEES, OR MAKES ANY REPRESENTATIONS REGARDING THE QUALITY OF, OR ACCURACY OF ADVERTISEMENTS OR PROMOTIONS FOR, ANY MERCHANDISE, PRODUCTS, OR SERVICES OFFERED OR PROVIDED BY RETAILERS IN CONJUNCTION WITH WINGS DIRECT AND/OR MEMBER REWARDS CATALOG. IN ADDITION, ALTHOUGH WINGS AND ENGAGE INTEND TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES OR OTHER DESTRUCTIVE MATERIALS TO THE SITE, NEITHER WINGS NOR ENGAGE WARRANTS, GUARANTEES OR MAKES ANY REPRESENTATIONS THAT THE SITE IS OR WILL BE FREE OF SUCH DESTRUCTIVE MATERIALS. IN ADDITION, NEITHER WINGS NOR ENGAGE WARRANTS OR REPRESENTS THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND NEITHER WINGS NOR ENGAGE ASSUMES ANY RESPONSIBILITY FOR ANY DAMAGE CAUSED BY YOUR ACCESS, OR INABILITY TO ACCESS, THE SITE, INCLUDING, BUT NOT LIMITED TO, YOUR INABILITY TO UTILIZE YOUR POINTS TO PURCHASE MERCHANDISE THROUGH WINGS DIRECT OR MEMBER REWARDS CATALOG.

Limitations of Liability

IN NO EVENT WILL ANY OTHER PERSON OR ENTITY BE LIABLE TO YOU FOR ANY NON-PERFORMANCE OF WINGS' OR ENGAGE'S OBLIGATIONS. IN NO EVENT SHALL WINGS OR ENGAGE BE LIABLE TO YOU FOR, AND YOU HEREBY WAIVE ANY CLAIMS AGAINST WINGS AND ENGAGE FOR, ANY DAMAGES WHATSOEVER (INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, ARISING IN CONNECTION WITH WINGS DIRECT OR MEMBER REWARDS CATALOG OR YOUR USE OR INABILITY TO USE THE SITE OR WINGS DIRECT OR MEMBER REWARDS CATALOG, OR THE PURCHASE OR USE OF ANY MERCHANDISE, PRODUCTS, OR SERVICES PROVIDED BY RETAILERS, EVEN IF WINGS OR ENGAGE AND/OR THEIR RESPECTIVE REPRESENTATIVES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES.

Indemnity

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS WINGS AND ENGAGE, AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS AND EMPLOYEES, FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEY'S FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR ACCESS TO AND USE OF WINGS DIRECT AND/OR MEMBER REWARDS CATALOG, YOUR VIOLATION OF THESE TERMS AND CONDITIONS OR ENGAGE'S PRIVACY POLICIES, OR THE INFRINGEMENT BY YOU, OR ANY OTHER USER OF WINGS DIRECT OR MEMBER REWARDS CATALOG USING YOUR ACCOUNT, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, OR AS A RESULT OF ANY THREATENING, LIBELOUS, OBSCENE, HARASSING OR OFFENSIVE MATERIAL CONTAINED IN ANY OF YOUR COMMUNICATIONS.

Acts of God

Neither Wings nor Engage shall be liable for damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, weather conditions, acts of God, force majeure, strikes, civil commotions, embargoes, and wars or other hostilities, whether actual, threatened or reported, and/or any other cause beyond the reasonable control of Wings and/or Engage.

Modification of Terms

We reserve the right to change any terms and conditions on this Program at any time, in whole or in part, with or without prior notice. Notice of Program changes may be provided through one or many of the following channels: CU Online, wingsfinancial.com/memberrewards, Wings Mobile App, or sent electronically to your email on file. An updated copy of this agreement will be available at wingsfinancial.com/formsanddisclosures. Use of the Program and access of the Site will constitute your acceptance of any such amendment, modification or supplementation.

You understand that Wings may at any time amend, modify or supplement this Agreement and/or the terms and conditions applicable to Merchandise purchases, and your continued use of the Program and access of the Site will constitute your acceptance of any such amendment, modification or supplementation. At our discretion, we may change account eligibility, the number of Points earned for purchases, the eligibility of purchases, rewards offered, or any other Program term. These terms and conditions are located at wingsfinancial.com/formsanddisclosures. It is your responsibility to check this page regularly for any changes that we may make to this Agreement. For Frequently Asked Questions (FAQs), visit wingsfinancial.com/memberrewards. You may also contact Member Rewards Service at wingssupport@engagepeople.com.

Termination

We may terminate Wings Direct and/or Member Rewards Catalog at any time, with or without notice, for any reason, and we may suspend or terminate your participation in Wings Direct and/or Member Rewards Catalog, with or without notice, for any reason including if you do not comply with this Agreement, misrepresent any information provided to us or if you conduct yourself in a manner detrimental to us or the interests of Wings Direct and/or Member Rewards Catalog. Notification of such termination will be sent to the email address you provided during your Program registration. We will not be responsible for failing to notify you of such termination where such failure is caused by any reason outside the control of Wings and Engage, including, but not limited to, an error in your email program, an inaccurate email address, your failure to check for your email online, your failure to check your spam folder, or your failure to provide a change of email address notification in connection with your Member Rewards membership.

Member Inquiries

All inquiries by Members regarding Wings Direct and Member Rewards Catalog must be submitted by email to wingssupport@engagepeople.com. For questions about Member Rewards, please visit the Member Rewards website at wingsfinancial.com/memberrewards.

Rules

All Member Rewards, Wings Direct and Member Rewards Catalog terms and conditions are subject to interpretation by Wings (with respect to your Member Rewards membership and Points accrual) and Engage (with respect to your access to and use of Wings Direct and Member Rewards Catalog). Headings used in this Agreement are for convenience purposes only and shall not be used in interpreting the Wings Direct and/or Member Rewards Catalog terms and conditions or any other provisions of this Agreement. All terms and conditions, rules, instructions, protocols and procedures set forth on the Site and not reproduced herein are hereby incorporated by reference into this Agreement in their entirety as if set forth in full herein.

Governing Law and Jurisdiction

Any disputes in connection with these terms and conditions shall be governed by the laws of the State of Minnesota, without regard to its choice of law rules, and you agree to the exclusive jurisdiction of the courts in the State of Minnesota to resolve any dispute in connection with this Agreement and/or your access to and use of Member Rewards, Wings Direct and/or Member Rewards Catalog.