



# **1Click Offer Launch Worksheet**

Credit Union Name:		Email Address:	
Credit Union Contact:		Date:	
Frequency:       One Time       Semi-Annually (specify months)         Quarterly (specify months)       Annually (specify month)			
Offer #1	Offer #2		Offer #3
Loan Product # Term (in months) Interest Rate % Limit \$ CR Score Range	Interest Rate % Limit \$		Loan Product #Term (in months)Interest Rate %Limit \$CR Score Range
Fees are not currently included in the Modified APR calculation. *Custom queries are available through our Asterisk Intelligence Team (ai@cuanswers.com) at additional cost. Defaulted Values: <ul> <li>At least 18 years old.</li> <li>No invalid mailing addresses.</li> <li>No individual accounts using a DBA.</li> <li>Not deceased.</li> <li>-1 offer per SSN.</li> </ul>			
Optional Values:			
<ul> <li>Exclude members below par value / My CU's par value is: \$</li> <li>Age or older - OR - Age range of to*</li> <li>Their membership has been open a minimum of days.</li> <li>Exclude credit scores older than days.</li> <li>Exclude members who already have an unsecured loan, line of credit, or credit card by loan category. List Categories:</li> <li>ACH deposits greater than or equal to \$ in prior month.</li> <li>Include members with a pending loan application.</li> <li>Exclude members with a denied loan request in the last 90 days.</li> <li>Exclude members with delinquent/negative balances.</li> <li>Exclude members who have opted out of contact.</li> <li>* NOTE: If using anything other than 18 + please see the following NCUA guidance.</li> </ul>			
* Prior to launch, we strongly suggest sending out a test offer with the same offer details to a credit union account. If sending multiple tiered offers, we suggest a test for each one. You will want to verify			

that all terms and verbiage are displaying as intended before pushing out the offers to members online.



Terms and Conditions:

**Final Instructions:** 

#### **CREDIT UNION RESPONSIBILITIES**

CREDIT UNION is responsible for reviewing and approving the list of members or customers who will receive 1Click Offers, and all members or customers who accept 1Click Offers. CREDIT UNION is responsible for all matters relating to compliance regarding 1Click Offers, and CREDIT UNION assumes the risk of loss resulting from 1Click Offers, including any loans resulting there from.

(Continued on page 3)

### DISCLAIMERS

CU\*ANSWERS DOES NOT REPRESENT OR WARRANT THAT THE 1CLICK OFFERS ARE FREE OF INACCURACIES, ERRORS, BUGS, OR INTERRUPTIONS, OR ARE RELIABLE, ACCURATE, COMPLETE, OR OTHERWISE VALID. ANY SERVICES PROVIDED BY CU\*ANSWERS IN CONNECTION WITH 1CLICK OFFERS ARE PROVIDED TO THE CREDIT UNION "AS IS" WITH NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND. CU\*ANSWERS EXPRESSLY DISCLAIMS, AND THE CREDIT UNION EXPRESSLY WAIVES, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, AND CONDITIONS WITH RESPECT TO THE 1CLICK OFFERS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE, ERROR-FREE OPERATION, UNINTERRUPTED ACCESS, AND/OR NON-INFRINGEMENT. THE CREDIT UNION AGREES THE USE OF THE 1CLICK OFFERS ARE AT THE CREDIT UNIONS' OWN DISCRETION AND RISK, AND CREDIT UNION WILL BE SOLELY RESPONSIBLE AND LIABLE FOR ANY DAMAGES.

# LIMITATION OF LIABILITY

CU\*ANSWERS SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE OR RESPONSIBLE TO CREDIT UNION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF, RELATED IN ANY WAY TO, OR IN CONNECTION WITH USE OF THE 1CLICK OFFERS, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE) OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER PECUNIARY LOSS OF ANY KIND ARISING OUT OF, RELATED IN ANY WAY TO, OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE 1CLICK OFFERS, EVEN IF CU\*ANSWERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. UNDER NO CIRCUMSTANCES SHALL CU\*ANSWERS BE LIABLE OR RESPONSIBLE TO CREDIT UNION FOR ANY AMOUNT.

# **RELEASE AND WAIVER**

To the maximum extent permitted by applicable law, CREDIT UNION hereby releases and waives all claims against CU\*ANSWERS, and its directors, officers, agents, and employees from any and all liability for suits, claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from, in connection with, or in any way related to the use of the 1Click Offers. CREDIT UNION understands that any fact relating to any matter covered by this release may be found to be other than now believed to be true and CREDIT UNION accepts and assumes the risk of such possible differences in fact. In addition, CREDIT UNION expressly waives and relinquishes any and all rights and benefits which the CREDIT UNION may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

### HOLD HARMLESS AND INDEMNITY

CREDIT UNION agrees that CU\*ANSWERS shall have no liability or responsibility whatsoever for any use the CREDIT UNION makes of the 1Click Offers. In addition to, and without limiting in any way, the hold harmless and indemnity in the Master Agreement, CREDIT UNION agrees to indemnify and hold harmless CU\*ANSWERS and its directors, officers, agents, and employees from and against any and all suits, claims, damages, judgments, liabilities, costs and fees (including reasonable attorneys' fees) arising from, in connection with, or in any way related to the use of the 1Click Offers, including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

By signing below, I agree to the specifications outlined on this document and authorize Lender\*VP to begin the work on creating the offer(s).

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