SMALL BUSINESS MEMBER WEBSITE FEATURE TERMS & CONDITIONS

These Terms & Conditions ("Agreement") are entered into between Firefighters First Federal Credit Union ("Credit Union") and the undersigned business ("Business").

WHEREAS, the Credit Union maintains a Small Business Spotlight page on its website featuring small businesses; and

WHEREAS, the Business wishes to grant to the Credit Union a license to specified materials to promote its business on the Credit Union's Small Business Spotlight page on its website.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions**

1.1 "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

1.2 "**Content Item**" means each discrete content item (for example, article, written statement, photograph, or video), as designated by the Business, that is included in the Licensed Content.

1.3 "**Credit Union Site**" means the website owned, operated, and controlled by Licensee and, located at www.firefightersfirstcu.org.

1.4 "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any federal, state, local or foreign government, or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

1.5 "**Licensed Content**" means those materials identified in Schedule 1, as may be amended by the parties as set forth herein.

1.6 "**Losses**" means losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers.

1.7 "**Mark**" means any trademark, trade name, service mark, design, logo, domain name, or other indicator of the source or origin of any product or service.

1.8 "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

1.9 "**Term**" has the meaning set forth in Section 6.

2. **Participation**
Participation is limited to eligible Credit Union business members as determined by the Credit in its sole discretion. Continued participation is subject to ongoing eligibility and good standing.

3. **Delivery of Content**
During the Term, except as otherwise set forth herein, the Business shall deliver to the Credit Union the Licensed Content identified in Schedule 1.

4. **License Grant**
The Business grants the Credit Union during the Term a non-exclusive, royalty-free, non-transferable (except as provided in Section 11), license to reproduce, perform, display, transmit, and distribute the Licensed Content for marketing and informational purposes, including, without limitation on the Credit Union Site, social media platforms, digital publications, promotional materials and through all media now known or hereinafter developed.

5. **Content License Restrictions**
The license granted herein applies solely to marketing and informational content that highlights the Business as a member of the Credit Union.

The Credit Union will not (unless required by Law) disclose:

- Account balances
- Loan amounts, terms, or approval status
- Transaction history
- Any non-public financial or personal information

6. **No Endorsement or Guarantee**
The Business acknowledges and agrees that:

- Participation does not constitute an endorsement of the Credit Union or its products
- The Credit Union does not endorse, guarantee, or warrant the Business's products or services
- Featuring the Business does not imply preferential treatment, credit approval, or typical results Member experiences may vary. Membership eligibility and credit approval apply.

7. **Representations and Warranties**

7.1 The Business represents and warrants that all Content Items, materials, statements, and information provided are accurate, complete and do not infringe upon the rights of any third party.

7.2 The Business is responsible for ensuring it has the authority to grant permission to use any logos, images, or branded materials provided. The Business further warrants that it has obtained all necessary licenses, permissions, and consents required for the use of any intellectual property, including but not limited to logos, images, and branded materials, supplied under this Agreement.

7.3 The Business represents and warrants that it is duly organized, validly existing, and in good standing under the Laws of its jurisdiction of incorporation and has the full power and authority to enter into and perform its obligations under this Agreement.

8. **Licensed Content Standards**
These content standards apply to the Licensed Content and any and all Content Items. All Content Items submitted by the Business must in their entirety comply with all Laws. Without limiting the foregoing, Content Items must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.

- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement and our Privacy Policy: www.firefightersfirstcu.org/privacy and Consumer Privacy Policy: www.firefightersfirstcu.org/Resources/Protection/Consumer-Privacy-Policy
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

9. **Indemnification**

The Business shall indemnify, defend, and hold harmless the Credit Union against all Losses arising out of or resulting from any claim, suit, action, or proceeding (each, an "**Action**") by an unaffiliated third party related to or arising out of a claim that the Licensed Content or the Business's Marks, or the Credit Union's use thereof solely in compliance with this Agreement, infringes a U.S. intellectual property right of any third party or violates any U.S. Law.

The Credit Union shall promptly notify the Business in writing of any Action and cooperate with the Business at the Business's sole cost and expense. The Business shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the Business's sole cost and expense. The Business shall not settle any Action in a manner that adversely affects the rights of the Credit Union without the Credit Union's prior written consent. The Credit Union's failure to perform any obligations under this **Error! Bookmark not defined.**8 will not relieve the Business of its obligations under this **Error! Bookmark not defined.Error! Reference source not found.** except to the extent that the Business can demonstrate that it has been materially prejudiced as a result of such failure. The Credit Union may participate in and observe the proceedings at its own cost and expense. This Section 8 shall survive termination of this Agreement.

10. **Monitoring and Enforcement**

The Credit Union reserves the right, in its sole discretion, to:

- Edit content for clarity, formatting, or compliance with Laws
- Remove or discontinue use of any Content Item at any time, with or without notice
- Remove Content at any time for failure to meet the Credit Union's eligibility criteria
- Refuse to post any Content Item
- Disclose the Business's identity or other information about the Business to any third party who claims that any Content Item posted by the Business violates their rights, including their intellectual property rights or their right to privacy.

THE BUSINESS WAIVES AND HOLDS HARMLESS THE CREDIT UNION AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

The Business may request removal of its Licensed Content by submitting a written request to the Credit Union. Requests for removal will be fulfilled if reasonably practicable.

11. **Term and Revocation**

This Agreement remains effective until terminated in writing by either party.
Termination will apply prospectively and does not require removal of previously published materials where removal is not reasonably practicable.

12. **Assignment**

Neither party may assign any of its rights or delegate any of its obligations under this Agreement other than to one of its Affiliates without the other party's prior written consent, which may not be unreasonably withheld, delayed or conditioned. Any purported assignment or delegation in violation of this Section 11 will be void and of no force and effect.

13. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the state of California, and applicable federal law.

14. **Severability**

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15. **Waiver**

Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16. **Entire Agreement**

This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Credit Union and the Business with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.