

Terms and Conditions

Arbor Financial Credit Union Refer-a-Friend Program

Terms and Conditions:

Arbor Financial Credit Union (“we”, “Arbor”, or “Credit Union”) is offering the opportunity to refer friends via the Refer-a-Friend Program (“Program”) offered on the website located at www.arborfcu.org/refer-a-friend (the “Site”). “You” individually and collectively refers to any Referrer or Friend as defined below.

- 1. Binding Agreement.** By using the Site or participating in the Program and/or receiving any Reward hereunder, you are bound by these Terms and Conditions (“Terms”) and indicate your agreement to them as well as the Credit Union’s Membership Agreement and Disclosures (including Truth-in-Savings Disclosures) and other disclosures provided at account opening. All of the Credit Union's decisions regarding the Program and the interpretation of these Terms are final and binding.
- 2. Privacy.** You understand and agree that we will collect the following personal information (“Personal Information”) from you as part of the Program: email address and name. You hereby consent to our collection, use and sharing of Personal Information as described in these Terms without further notice to you or further consent from you. Each Friend hereby consents to the release of the fact that the Friend has opened or failed to open a Credit Union account and otherwise met (or not met) the qualifications to earn a Reward as set forth in these terms.
- 3. How the Program Works.** In order to be eligible as a Referrer (defined below) an individual must be (a) a legal resident of the United States of America, (b) at least 18 years old, and (c) a current Credit Union member in good standing. To participate in the Program as a Referrer, an individual must visit the Site and follow the on-screen instructions to refer friends, family members or colleagues. Once an individual makes a referral, he/she becomes a “Referrer” and will be provided with a unique referral link (“Personal Link”). Referred friends (“Friends”) must complete the referral as described in the referral message with the Personal Link. In order for Referrer to receive the Reward(s) described below for any Friend and for any Friend to receive a Reward as described below, the Friend must be (i) a legal resident of the United States of America, (ii) at least 18 years old, (iii) be eligible for membership in the Credit Union, (iv) opened a primary savings account with the minimum opening balance requirement of five (\$5) dollars, (v) not be a current member of the Credit Union at the time of application for an account hereunder, (vi) open a Credit Union Checking Account, (vii) direct deposit to the new Checking Account an aggregate total of five hundred (\$500) dollars within 60 days, with a minimum of two direct deposits, (viii) and perform ten (10) debit card Point-of-Sale transactions within 60 days. Residents of California are not eligible to be Referrers or Friends for the

Program. Maximum of six (6) referrals per Referrer may earn Rewards. You can earn a maximum of five hundred forty (\$540) dollars in combined Rewards, although Referrers may continue to refer Friends even after the maximum combined Rewards amount has been earned. Qualifying Friends referred will receive their Reward regardless of whether Referrer has reached their own maximum Rewards.

4. **Restrictions.** Referrers cannot refer themselves or create multiple, fictitious or fake accounts with the Credit Union or participate in the Program as Friends. Trust, estate, and beneficiary accounts are not eligible. Your use of the Program may not violate any law, infringe or violate the rights of any third party, or otherwise act in a manner that is deemed harassing, harmful, illegal, hateful, obscene or outside the spirit and intent of the Program. In addition, you may not (i) tamper with the Program or Site, (ii) act in an unfair or disruptive manner, (iii) use any system, bot or other device or artifice to participate or receive any benefit in the Program, or (iv) introduce any viruses, spyware, poison pills, or other destructive programming or code into the Program or Site. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SITE OR PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE CREDIT UNION RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW.
5. **Rewards.** By making a qualifying and validated referral, Referrer will receive a ninety (\$90) dollar deposit to their primary savings account. Friend will also receive a (\$90) dollar deposit to their checking account. You can earn a maximum of five hundred (\$540) dollars. Rewards are subject to verification of eligibility and restrictions as set forth in these Terms. The Credit Union may delay delivery of a Reward for the purposes of investigation and verification. The Credit Union may also refuse to verify and process any transaction during Friend account opening for any reason, and in its sole discretion. Subject to the Credit Union's rights of investigation and verification, the Reward will be paid to a qualified Referrer or Friend after the 60 day qualification period following the Credit Union's verification of the Referrer's and the Friend's compliance with these Terms. Rewards may take up to two weeks for posting.

Rewards may not be redeemed for cash. Rewards are not transferable and may not be auctioned, traded, assigned, transferred, bartered or sold. You are responsible for all applicable federal, state and local taxes that may apply to the Reward. If applicable, the value of your reward may be reported to the IRS on a 1099-MISC for the Referrer or Friend. Reward recipients are responsible for any federal, state, or local taxes. Terms and conditions are subject to change without notice.

6. **Liability.** YOU UNDERSTAND AND AGREE THAT THE RELEASED PARTIES (DEFINED BELOW) SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY

DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE CREDIT UNION WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). By participating in the Program, you agree to defend, indemnify, release and hold harmless the Credit Union, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, operation or administration of the Program (collectively, the "Released Parties"), from any and all claims, actions, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to the Program (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)) and/or the awarding, receipt and/or use or misuse of any benefit in the Program. To be clear, the Released Parties shall not be liable for any technical errors or malfunctions, data theft or corruption, any printing or typographical error, or any damage to any computer system resulting from participating in, accessing or downloading information in connection with the Program. The Released Parties shall not be liable to any users for failure to supply any advertised benefit, by reason of any acts of God, any action or request by any governmental or quasi-governmental entity (whether or not valid), or any other activity or action that is beyond any of the Released Parties' control. TO THE FULLEST EXTENT POSSIBLE BY LAW, THE RELEASED PARTIES' MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$100.

7. **Disclaimer of Warranties.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE CREDIT UNION EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND TERMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED THROUGH THE USE OF THE PROGRAM, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE AND GIVE NO WARRANTY THAT (i) THE PROGRAM WILL MEET YOUR REQUIREMENTS, (ii) THE PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, AND (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE PROGRAM WILL MEET YOUR EXPECTATIONS, AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PROGRAM IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

8. **Bulk Distribution (“Spam”).** You warrant that you are the actual sender of all emails hereunder and will comply with all applicable laws and regulations. Referrals must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues and family members. By submitting any email address as part of the Program, you represent that you have the appropriate permission and consent for such submission. Bulk email distribution, distribution to strangers, or any other use of the services described herein is expressly prohibited and may be grounds for immediate termination of your right to participate in the Program and further legal action. The Credit Union has no obligation to monitor the Program or any communications; however, the Credit Union may choose to do so and block any email messages, remove any such content, or prohibit any use of the Program in the Credit Union’s sole discretion. Each of you who do not comply with the law, including anti-spam laws, or the terms of this paragraph are obligated to indemnify the Released Parties against any liabilities, costs and expenses it incurs as a result of such breach or violation. Each of you who does not comply with the law or violate these Terms (as determined in the Credit Union’s sole discretion), including, but not limited to, the terms of this paragraph, will not be eligible for Program Rewards.
9. **Sign-In Credentials.** You are responsible for maintaining the confidentiality of your Program sign-in credentials and are fully responsible for all activities that occur through the use of them. You agree to notify the Credit Union immediately if you suspect unauthorized access to your Program account. You agree that the Credit Union will not be liable for any loss or damage arising from unauthorized use of your sign-in credentials.
10. **Right to Cancel, Modify or Terminate.** These Terms are effective as of August 18, 2025. Credit Union reserves the right to cancel, modify or terminate these Terms or the Program at any time for any reason without notice to you or your consent. We reserve the right to disqualify you at any time from participation in the Program and/or for Program Rewards if you do not comply with any of these Terms, as determined in our sole discretion.
11. **Governing Law.** This Program is void wherever prohibited or restricted by law; if you live in any jurisdiction where this Program is void, you are not eligible for participation in the Program in any manner.
12. **Severability.** In the event any part of these Terms is ruled by any court or regulatory authority to be invalid or unenforceable, then these Terms shall be automatically modified to eliminate that part which is affected thereby. The remainder of the Terms shall remain in full force and effect.