



MSGCU Member Referral Program Terms and Conditions

Michigan Schools and Government Credit Union (“we” or “MSGCU”) is offering you the opportunity to refer friends to become members of MSGCU via the MSGCU Member Referral Program (“Program”) offered on the web site located at <http://refer.msgcu.org/> (the “Site”).

1. Binding Agreement. By using the Site or participating in the Program, you are bound by these Terms and Conditions (“Terms”) and are indicating your agreement to abide by these Terms. All of MSGCU’s decisions with respect to the Program and/or any referral or reward thereunder shall be final and binding.

2. Privacy. The personal information collected, processed, and used as are eligible to part of the Program will be used in accordance with MSGCU’s Privacy Statement, which is available by link on the Site. By participating in the Program, all participants agree to MSGCU’s use of their personal information and acknowledge that they have agreed to be bound by the MSGCU’s Privacy Statement. Unsubscribing from MSGCU Referral Program emails does not impact your ability to participate in the Program.

3. How the Program Works. You must be a legal resident of the United States of America, at least 16 years old, and a member of MSGCU to use the Site and participate in the Program. To participate in the Program, you must visit the Site and follow the on-screen instructions to refer friends, family members or colleagues. You may refer up to a maximum of 25 natural person friends, family members or colleagues during each session and a maximum of 500 such persons throughout the entirety of the Program. Once you make a referral, you become a “Referrer” and will be provided with a unique referral link (“Personal Link”) that will permit you to receive the reward advertised on the Site, provided the referral and reward criteria are met. Persons referred by you (“Friends”) must complete the referral process consisting of registering online with their email address, and meeting reward criteria as described in “Rewards”. Each referral made is valid for 6 months. If a Friend receives more than one referral, Referrer reward will be paid to only one referrer, as determined by the Personal Link most recently utilized by the Friend.

4. Restrictions. Friends may not be existing members of MSGCU. You may not refer yourself. You may not create multiple, fictitious, or fake accounts with MSGCU or participate in the Program as a Friend. You may not use the Program to 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, (ii) act in an unfair, abusive, deceptive or disruptive manner, or (iii) use any system, bot or other device or artifice to participate or receive any benefit in the Program. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, MSGCU RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

Employees of MSGCU are eligible to participate in the Program, however the participation of MSGCU employees is subject to separate terms and conditions. Referrals made by or to MSGCU employees are invalid and are not eligible for rewards, except as set forth in the separate terms and conditions governing the participation of MSGCU employees in the Program.

5. Rewards. By making a valid referral that is completed by a Friend in accordance with the Program and these Terms, you and the Friend will each receive a cash reward as follows: \$5 for a new MSGCU membership which is established by



the Friend and remains in good standing for a period of at least 60 days; \$25 for an approved and funded Auto, RV, Boat or Power Sport loan of \$5,000 or more applied for by the Friend within 10 days of membership open date; \$25 for a new MSGCU VISA credit card which the Friend must apply for within 10 days of membership open date and be approved for within 30 days of application date; \$100 for an approved and funded mortgage loan applied for by the Friend and funded within 180 days of membership open date; \$25 for a new checking account opened by the Friend and funded with \$25 or more within 10 days of membership open date. The Friend will receive an additional \$25 reward if they make 10 debit card transactions of \$10 or more via the new checking account within 60 days, or they receive a direct deposit of \$100 or more into the account within 60 days.

Only one reward per reward type is available, for each Friend referred, subject to a maximum limitation of \$1,500 in cash rewards paid to you per calendar year. Rewards will be automatically deposited into your oldest existing MSGCU primary share account two business days following confirmation by MSGCU that the referral has been made in full compliance with the Program and these Terms. Payment of rewards is subject to verification by MSGCU. MSGCU may delay payment of any reward for investigative and verification purposes, and confirmation of compliance with these Terms and Program requirements. MSGCU may refuse to verify and process any referral for any reason. Rewards are not transferable and may not be auctioned, traded, bartered or sold.

6. Tax Information: Reward cash payments are considered interest and annual payments totaling \$600 and above will be reported on IRS Form 1099-MISC, to federal, state, and local tax authorities, if required by applicable law. You are responsible for any taxes due.

7. 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 MSGCU WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). By participating in the Program, you agree to defend, indemnify, release and hold harmless MSGCU, and Extole, Inc., as the provider of the referral service, and their respective parent companies, 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). For the avoidance of all doubt, 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 your participation in, or the accessing or downloading information by you 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 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.

8. Disclaimer of Warranties. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND MSGCU 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.

9. Bulk Distribution (“Spam”). As a Referrer, you are the actual sender of the emails to Friends, and you must comply with applicable law. Referrals to Friends 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. Bulk email distribution, distribution to strangers or persons who are not your friends, colleagues and family members, or any other use of the Program described herein in a manner that is not promoted is expressly prohibited and may be grounds for immediate termination and further legal action. MSGCU has no obligation to monitor the Program or any communications; however, MSGCU may choose to do so and block any email messages, remove any content, or prohibit any use of the Program. **Referrers who do not comply with the law, including anti-spam laws, are obligated to indemnify the Released Parties against any liabilities, costs, and expenses it incurs as a result of such spam.**

10. Sign-In Credentials. You are responsible for maintaining the confidentiality of your sign-in credentials and you are fully responsible for all activities that occur using those credentials. You agree to notify MSGCU immediately if you have any reason to suspect unauthorized access to your account. Except as may otherwise be required by law, you agree that MSGCU will not be liable for any loss or damage arising from the unauthorized use of your credentials.

11. Right to Cancel, Modify or Terminate. MSGCU reserves the right to amend, modify or revise these Terms at any time. MSGCU further reserves the right to cancel, modify or terminate the Program at any time for any reason. MSGCU further reserves the right to disqualify any user or participant at any time from participation in the Program for failure to comply with any of these Terms or any other reason in its sole and absolute discretion.

12. Binding Arbitration and Class Action Waiver. All issues and questions concerning the Program, these Terms, the rights of the participants in connection with the Program, any dispute arising between MSGCU and any participant and/ or any dispute concerning the administration of the Program shall be governed by and construed in accordance with the laws of the state of Michigan and applicable Federal law, and shall further be subject to the Resolution of Disputes by Arbitration and Class Action Waiver contained with the MSGCU Membership and Account Agreement.