

PAY TGTHR, INC. REFERRAL PROGRAM

TERMS AND CONDITIONS

Last updated: December 14, 2021

By participating in the Pay Tgthr, Inc. (the “**Company**” or “**Pay Tgthr**”) Referral Program (the “**Program**”), you agree to the following terms and conditions (the “**Terms**”). *The Company may at any time and in its sole discretion, without prior notice, terminate, cancel, suspend or modify the Program or these Terms.* If you are the person sending an Invitation (as defined below) to friends, family, or acquaintances to participate, you are a “**Referrer**” under these Terms. If you are a person who receives an Invitation and enters a Referral Code, you are a “**Referee**” under these Terms. Referrers and Referees who meet the eligibility criteria set forth below to participate in the Program are sometimes referred to herein as “**Eligible Participants**”.

1) **General Eligibility Rules and Overview.**

- a) You may participate in the Program as a Referrer if you meet the eligibility criteria set forth in Section 2 below.
- b) You may participate in the Program as a Referee if you meet the eligibility criteria set forth in Section 3 below.
- c) If a Referrer refers a Referee fewer than 30 days prior to the Company’s termination, cancellation, suspension or modification of the Program, the Referrer and the Referee will still be eligible to earn the Rewards so long as the Reward Criteria (defined below) is fulfilled within 30 days (or such earlier time as specified below) of the Referee’s account registration using Referrer’s Referral Code (as defined below) entered prior to such termination, cancellation, suspension, or modification.

2) **Referrer Eligibility.** To be eligible to earn Referrer Rewards (as defined below) through the Program, the Referrer must fulfill the following conditions:

- a) The Referrer must have a Pay Tgthr account in good standing (a “**Valid Account**”) at the time of participation and through the date when a Referrer Reward (as defined below) is issued. To be a Valid Account, the Referrer must have:
 - i) Registered a Pay Tgthr account that is active at the time an Invitation is sent;

- ii) Passed the Company's know-your-customer identity verification process;
 - iii) An active partnership;
 - iv) Linked and verified a Referrer-owned bank account to Referrer's Pay Tgthr account; and
 - v) Have no failed payments or repayments to any Pay Tgthr account.
- b) The Referrer's partnership has spent at least \$150 on the Tgthr Card (as defined below) and completed \$150 in repayments to the Pay Tgthr settlement account;
- c) The Referrer must send an Invitation to a person who is not the person the Referrer intends to or does form a partnership with, to register a Pay Tgthr account using the Referrer's unique referral code as provided by Pay Tgthr (the "**Referral Code**") via an Invitation; and
- d) The Referee must successfully complete the Referee Reward Criteria set forth below (the foregoing subsections (a)-(d), the "**Referrer Reward Criteria**").

3) **Referee Eligibility.** A Referrer may refer a Referee by sending the Referee an email or text message that includes the Referrer's Referral Code to participate in the Program (an "**Invitation**"). Each Referee must complete all the following steps within 60 days of the date on which the Referee first enters a Referral Code to create a Pay Tgthr account:

- a) Register such Referee's first Pay Tgthr account using the Referral Code sent by the Referrer within 48 hours of Referee's Pay Tgthr account creation, which occurs upon submission of the Referee's email address to open a Pay Tgthr account. To be an eligible Referee, Referee cannot have previously registered or begun registration of a Pay Tgthr account. A Referee shall be deemed to have registered or begun registering a Pay Tgthr account if Referee's name, phone number, email address, social security number or bank account information have previously been associated with a partially or fully registered Pay Tgthr account. Registering a Pay Tgthr account is subject to the Pay Tgthr Terms of Service (the "**PT Terms**") and the Pay Tgthr, Inc. Cardholder Agreement and Terms of Service (the "**Cardholder Agreement**");
- b) Referee must pass the Company's know-your-customer identity verification process;
- c) Referee must link and verify a Referee-owned bank account to their Pay Tgthr account;

d) Referee must invite and form a partnership with another individual (such individual, a “**Referee Partner**”, and together with Referee, the “**Referred Partnership**”);

e) Referee’s Partner must:

- i) Complete register a Pay Tgthr account using the Referee’s partnership invite code;
- ii) Pass the Company’s know-your-customer identity verification process; and
- iii) Link and verify a Referee Partner-owned bank account to their Pay Tgthr account.

f) The Referred Partnership must complete at least 5 transactions, each such transaction in an amount greater than or equal to \$20.00, using the Pay Tgthr Mastercard Debit Card (the “**Tgthr Card**”) and complete repayment of at least 5 transactions to the Pay Tgthr settlement account made using their Tgthr Card within 60 days of Referee’s account creation using the Referral Code; and

g) The Referee must have a Valid Account on the date on which the Referee Reward is to be credited to the Referee’s Pay Tgthr account (these subsections (a)-(g), collectively, the “**Referee Reward Criteria**” and together with the Referrer Reward Criteria, the “**Reward Criteria**”).

4) **Limits on Referrals.** Referrers may only refer family, personal friends and acquaintances. **A Referrer may not refer an individual with whom they intend to form a partnership; the Referee must invite a third-party to create a valid Referred Partnership.** Additionally, Referrers must not publish or distribute the Referral Code or notifications received from the Company containing the Referral Code online or otherwise where the audience is likely to include people who are not your family, personal friends, or acquaintances. If you do so, Pay Tgthr may, in its sole discretion, disqualify you from participation in the Program and any Referrer Rewards issued will be void. If two or more Referrers invite the same Referee, Pay Tgthr will credit the Referrer Reward to the person who has their Invitation accepted first, as determined in Pay Tgthr's sole discretion.

5) **Term.** The Program will begin on or about December 14, 2021, and terminate on January 14, 2022, unless the term of the Program is extended by the Company in its sole discretion.

6) **Referrer Reward.** For referrals that satisfy the Reward Criteria, Referrer shall receive the following (the “**Referrer Reward**”):

- a) For each of the first 5 Referee's to satisfy the Reward Criteria, a \$20.00 credit applied to Referrer's Pay Tgthr account.
- b) For all subsequent Referees who satisfy the Referee Reward Criteria, a \$40.00 credit applied to Referrer's Pay Tgthr account.

Referrer Rewards will be credited to Referrer's Valid Account within approximately forty-eight (48) hours of fulfillment of the Reward Criteria but may take up to 7 days.

The Referrer Reward may only be used to offset amounts owed to Pay Tgthr for past purchases, or for future purchases made on the Referrer's Tgthr Card. For clarity, the Referrer Reward may not be withdrawn as cash.

7) The Referrer Reward may only be used to offset amounts owed to Pay Tgthr for past purchases, or for future purchases made on the Referrer's Tgthr Card. For clarity, the Referrer Reward may not be withdrawn as cash. **Referee Reward.** For referrals that satisfy the Reward Criteria, Referee shall receive a \$20.00 credit applied to Referee's Pay Tgthr account (the "**Referee Reward**", and together with the Referrer Reward, the "**Rewards**").

Referee Rewards will be credited to Referee's Valid Account within approximately forty-eight (48) hours of fulfillment of the Reward Criteria but may take up to 7 days.

The Referee Reward may only be used to offset amounts owed to Pay Tgthr for past purchases, or for future purchases made on the Referee's Tgthr Card. For clarity, the Referrer Reward may not be withdrawn as cash.

8) **Receiving and Using Rewards.**

- a) The Company reserves the right, in its sole discretion, to limit, cancel, delay, or revoke a Reward if Pay Tgthr determines, in its sole discretion, that an Eligible Participant has violated these Terms, the PT Terms, the Cardholder Agreement, has acted in a fraudulent or abusive manner, or if the Company restricts or closes such person's Valid Account pursuant to PT Terms or the Cardholder Agreement. Furthermore, the Company reserves the right, in its sole discretion, to limit, cancel, delay or revoke either or both of the Referrer Reward or the Referee Reward if an Eligible Participant revokes authorization, stops payment or otherwise causes a payment to the Pay Tgthr settlement account to be rescinded, revoked, disputed, or otherwise returned.

b) Reward redemptions are final, will not be returned, and are subject to review and verification.

c) Pay Tgthr is not responsible and/or liable if any email, reward, referral, or Program-related materials or correspondence are lost, fraudulent, abusive, stolen, late, incomplete, illegible, interrupted, delayed, altered, defective, misdirected, tampered with, or irregular in any way or if any participant's email address, Valid Account, or other contact information does not work, is deleted, or is changed.

d) Program is void where prohibited or if Eligible Participants' accounts or transactions are fraudulent, abusive, not completed through legitimate channels, in violation of these Terms, the PT Terms, the Cardholder Agreement, or irregular in any way.

9) **Customer Information Disclosure Consent.** By participating in the Program, you agree that Pay Tgthr may disclose customer information about you to persons who refer you to Pay Tgthr or who you refer to Pay Tgthr.

10) **Governing Law.** This promotion is governed by California law without regard to conflict of laws principles. By entering, entrants agree to be bound by these Terms, PT Terms, and the Cardholder Agreement. Any questions relating to the Program will be resolved in the Company's sole discretion and its decisions related to the offer will be final and binding. Any dispute filed regarding the Program must be brought in the state or federal courts for the State of California, County of San Francisco.