

PAY TGTHR, INC. REFERRAL PROMOTION TERMS AND CONDITIONS

By participating in the Pay Tgthr, Inc. (the “**Company**” or “**Pay Tgthr**”) referral promotion (the “**Program**”), you agree to the following terms and conditions (“**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 inviting friends, family, or acquaintances to participate, you are a “**referrer**” under these Terms. If you are a person who receives an invitation, you are a “**referee**”. Referrers and referees who meet the eligibility criteria set forth below to participate in the Program are sometimes referred to herein as “**eligible participants**”.

Eligibility and Overview

1. **General Eligibility Rules.** You may participate in this Program as a referrer until the Program is terminated, canceled, suspended, or modified by the Company. If you refer a referee prior to the Company’s termination, cancellation, suspension or modification of the Program, you and such referee will still be eligible to earn the rewards described below so long as both you and your referee fulfill the Reward Criteria (defined below) within 30 days (or such earlier time as specified below) of the referee’s account registration prior to such termination, cancellation, suspension, or modification. You may participate in the Program as a referee if you meet the criteria set forth in Section 3(a).
2. **Referrer Eligibility.** To be eligible to earn rewards 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 Referrer Reward (as defined below) is issued. To be a Valid Account, the account holder must have (i) completed registration, (ii) passed the Company’s know-your-customer identity verification, (iii) have a linked and verified bank account owned by the registrant associated with the registrant’s Pay Tgthr account, and (iv) have no failed payments to the Pay Tgthr settlement account;
 - b. The referrer must have completed at least \$100 in payments to the Pay Tgthr settlement account (“**Referrer Spending Criteria**”); provided, however, that if a referrer has not achieved the Referrer Spending Criteria at the time a referee uses referrer’s Referral Code (as defined below) to register an account, the Referrer Reward will only be awarded if the referrer has achieved the Referrer Spending Criteria within 30 days of the date upon which referrer’s first referral registers a Pay Tgthr account using referrer’s Referral Code (as defined below). Pay Tgthr, in its sole discretion, shall determine the date of the referrer’s first referral’s account registration;

- c. The referrer must invite 1 person to register a Pay Tgthr account using the referrer's unique referral code as provided by Pay Tgthr (the "**Referral Code**"); and
 - d. The referee must successfully complete the Referee Reward Criteria set forth below (these subsection (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 30 days of the date on which the referee first enters a Referral Code to create a Pay Tgthr account:
 - a. Register a new Pay Tgthr account (including linking and verifying an existing bank account owned by referee) using the Referral Code sent by the referrer. To be eligible, none of referee's phone number, email address, social security number or bank account information may have been previously associated with a partially or fully registered Pay Tgthr account. Registering a Pay Tgthr account may require certain actions to verify the account and/or the linked bank account and is subject to the Pay Tgthr Terms of Service and the Pay Tgthr, Inc. Cardholder Agreement and Terms of Service;
 - b. Referee must pass the Company's know-your-customer identity verification;
 - c. Referee must invite and have a partner join referee's group and complete the registration process, including passing the know-your-customer identity verification and linking and verifying a bank account owned by such partner;
 - d. The referee must complete at least \$100 in payments to the Pay Tgthr settlement account (the "**Referee Spending Criteria**"); and
 - e. 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)-(e), 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; provided, however, that referrers may not refer a person with whom the referrer intends to or does form a group. 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 disqualify you from participation in the Program and any successful referrals will be void, in the Company's sole discretion. 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 July 9, 2021, and terminate on September 30, 2021, unless the term of the Program is extended in the Company's sole discretion.
6. **Bonus Term.** If a referrer makes a referral between July 9, 2021, and July 31, 2021, and both the Referrer Reward Criteria and the Referral Reward Criteria are satisfied within the prescribed timeframe set forth above, each of the Referrer Reward and the Referee Reward will be quadrupled.
7. **Referrer Reward.** The referrer's reward is a \$25 USD credit sent to the referrers Valid Account that qualified for the credit (the "**Referrer Reward**"). Credits should post to your Valid Account within approximately forty-eight (48) hours but may take up to two weeks.
8. **Referee Reward.** The referee's reward is a \$25 USD credit sent to the referee's Valid Account that qualified for the credit (the "**Referee Reward**", and together with the Referrer Reward, the "**Rewards**"). Credits should post to your Valid Account within approximately forty-eight (48) hours but may take up to two weeks. For clarity, the Referee Award shall be credited only to the referee's account and shall not be shared, split, or otherwise divided with such referee's partner.
9. **Receiving and Using Reward Credits.**
 - a. The Company reserves the right 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 Pay Tgthr, Inc. Terms of Service, the Pay Tgthr, Inc. Cardholder Agreement and Terms of Service, has acted in a fraudulent or abusive manner, or if the Company restricts or closes such person's Valid Account pursuant to the Pay Tgthr, Inc. Terms of Service or the Pay Tgthr, Inc. Cardholder Agreement and Terms of Service. Furthermore, the Company reserves the right to limit, cancel, delay or revoke either or both a Referrer Reward or the Referee Award 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 Pay Tgthr, Inc. Terms of Service, the Pay Tgthr, Inc. Cardholder Agreement and Terms of Service, or irregular in any way.
- 10. **Customer Information Disclosure Consent.** By participating in the referral 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.
- 11. **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, the Pay Tgthr, Inc. Terms of Service, and the Pay Tgthr, Inc. Cardholder Agreement and Terms of Service. 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.