



# ZipExchange Referral Program

Please read these terms and conditions as set out below (**the “Terms”**) carefully before signing up for and/or participating in the ZipExchange (as defined below) referral program (**the “Program”**). Terms exempt ZipCoin Remit Ltd. and its affiliate (**“ZipExchange,” ZipCoin”** , **“ZIPX”** , **“we,” ”our” or “us”**) from liability, limit our liability and contain other important provisions that apply to your participation in the Program.

Your participation in the Program is conditional on your acceptance of these Terms. By providing your email and/or participating in the Program you agree on your own behalf, and on behalf of any entity on whose behalf you may act (**collectively referred to herein as “you”**), to accept and abide by these Terms. You also agree to comply with our privacy statement (**the “Privacy Statement”**).

We have the right, in our sole discretion, to completely terminate, add to, remove, modify or otherwise change any part of these Terms and/or the Program, in whole or in part, at any time. If we update these Terms, the “Last Update” notice at the top of this document shall be amended to reflect the last date of such changes, and such changes shall be effective immediately. If any change to these Terms or the Program is not acceptable to you, you must discontinue your participation in the Program immediately. Your continued participation in the Program after any such changes to these Terms will constitute acceptance of those changes. These Terms apply exclusively to your participation in the Program and do not alter the terms or conditions of any other agreement you may have with us.

The following topics are covered in ZipExchange Referral Program Terms:

1. Definitions
2. Program Objectives
3. Eligibility and Participation
4. Administration of the Referral Program
5. Disclaimer, Limitation Of Liability and Release
6. General

## *1. Definitions*

In these Terms, the following capitalized terms shall have the meanings as set out below:

- **“ZipExchange’s Trading Platform”** means ZipExchange’s forex and digitalcurrency trading platform available at [www.zipcoin.exchange](http://www.zipcoin.exchange), and our associated mobile application.
- **“Eligible Participant”** means any person that is at least 18 years of age and signs up for the Program by: (a) submitting a valid email address on the [Program webpage](#); (b) clicking “I Agree” and agreeing to be bound by these Terms and our [Privacy Statement](#); and (c) clicking



- “I Agree” and agreeing to be contacted by ZipExchange in connection with this Program and our marketing initiatives related to ZipExchange to ZipExchange products;
- “Fees” means fees payable by users to ZipExchange, for use of the ZipExchange Trading Platform including, order fees, transfer fees and withdrawal fees.
- “Referral Rewards” means up to 45% of the Fees incurred by each Qualified Referral and paid to ZipExchange by such Qualified Referral.
- “Unique Referral Code” means the referral code unique to your email (as submitted to ZipExchange) and that was generated by ZipExchange.

## *2. Program Objectives*

The objectives of the Program are as follows:

- to introduce new customers to ZipExchange and its product offerings;
- to improve marketing initiatives through personalized offerings and direct customer engagement;
- to establish a direct link between the Program and contributions towards the growth and adoption of digitalcurrency; and
- to reward behaviors that support some of our strategic goals.

## *3. Eligibility and Participation*

**Eligibility.** You may Participate in the Program if you are an Eligible Participant.

**Participation.** During the Program Duration, if you are an Eligible Participant, you may participate in the Program by inviting your friends and known contacts to register to use ZipExchange’s Trading Platform by using your Unique Referral Code as provided by ZipExchange, upon such registration (each a “Qualified Referral”). Each Eligible Participant may only share one Unique Referral Code, regardless if the Eligible Participant uses separate email addresses to generate additional Unique Referral Codes. ZipExchange will not honor Referral Rewards for multiple email accounts from the same Eligible Participant nor will ZipExchange aggregate any Referral Rewards earned under separate email accounts of the same Eligible Participant. Each Qualified Referral may only make use of one Unique Referral Code once to create an account on ZipExchange’s Trading Platform, regardless if the Referee received or had access to separate Unique Referral Codes from different Eligible Participants.

## *4. Administration of the Referral Program*

**Referral Rewards.** If ZipExchange has determined in its sole discretion, that you have complied with and fulfilled these Terms, for each of your Qualified Referrals that: (a) successfully registers to use of ZipExchange’s Trading Platform (subject to ZipExchange’s Anti-Money Laundering (“AML”) and Know-Your-Client (“KYC”) policies); (b) uses your Unique Referral Code upon such registration; and (c) incurs Fees on ZipExchange’s Trading Platform; ZipExchange will make available to you on ZipExchange’s Trading Platform the applicable Referral Rewards.



**Collection of Referral Rewards.** Although Eligible Participants may participate in the Program, in order to collect and/or use any Referral Rewards each Eligible Participant must, if they are not a current user of ZipExchange's Trading Platform, within 90 days of becoming an Eligible Participant: (a) have successfully registered for the use of ZipExchange's Trading Platform (subject to ZipExchange's AML and KYC policies); and (b) upon such registration agree to our [Terms of Use](#) and [Privacy Statement](#). **For clarity: (i) you shall only be permitted to collect Referral Rewards on ZipExchange's Trading Platform; and (ii) if your registration is not approved for use of ZipExchange's Trading Platform within 90 days of becoming an Eligible Participant, any Referral Rewards you may have generated will automatically expire.** ZipExchange may, but is not obligated to, send an email to Eligible Participants, as a reminder that the creation of a user account on ZipExchange's Trading Platform and the verification of such account is needed to obtain the Referral Rewards.

**Good Faith.** We introduced the Program in good faith and expect the same good faith in return. Please note that we reserve the right to withhold Referral Rewards or terminate any of your ZipExchange accounts in our sole discretion where we believe you are acting in bad faith or otherwise acting contrary to the intent of the Program. To be clear, commercializing, advertising, publishing, mass distributing or selling Unique Referral Codes is not appropriate, and we will not honor Referral Rewards in relation to such misuse. The following are some examples of prohibited methods of participation in the Program:

- Advertising;
- Spam;
- Anything misleading or misrepresenting the Program;
- Social media bios; or
- Signing up for multiple Unique Referral Codes through different email accounts.

The following are some examples of acceptable methods of participation in the Program:

- YouTube channels;
- Informational & fan websites;
- Social media sharing; or
- Emailing your friends and colleagues.

**Representations.** You represent and warrant that you shall: (a) not make any promise, mislead or misrepresent the Program or your possible rewards or benefits to any person; and (b) participate in the Program in accordance with all applicable laws, including, any anti-spam legislation applicable to the jurisdiction in which you live, and where necessary, enable ZipExchange to comply with such laws.



## *5. Disclaimer, Limitation Of Liability and Release*

**Disclaimer.** ZipExchange makes no representation or warranty regarding the Program. You acknowledge that neither ZipExchange nor any of its affiliates, licensors, employees, officers, directors, consultants or other representatives makes any representation, warranty or covenant as to the accuracy or the results that may be obtained from your participation in the Program (including any Referral Rewards, profits, interest, deposits or trades) or the suitability of the Program for any purpose; or that that your participation in the Program is permitted or is consistent with any applicable laws in the jurisdiction in which you live.

**EXCEPT AS PROVIDED HEREIN, NO OTHER REPRESENTATION, WARRANTY OR CONDITION IS EXPRESSED AND NO WARRANTY OR CONDITION SHALL BE IMPLIED, INCLUDING ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR OR FROM A COURSE OF DEALING OR USAGE OF TRADE.**

**Limitation of Liability.** You agree that neither ZipExchange or its affiliates, licensors, employees, officers, directors, consultants or other representatives shall have any liability to you or to any of your representatives as a result of your participation in the Program.

**Release.** By agreeing to these Terms, you agree that you will claim any damages in connection with the Program, and expressly waive and release ZipExchange, and their respective affiliates, licensors, employees, officers, directors, consultants or other representatives from any claim for damages (including any direct, special, indirect, incidental, or consequential damages) in connection with, arising out of, or in any way related to, the Program, these Terms or any other information related to the Program whether obtained from ZipExchange or any other party.

## *6. General*

These Terms constitute the entire agreement between us and you with respect to the subject matter hereof, and supersede all communications, representations or agreements, either oral or written, between us or our affiliates and you with respect to the Program. If for any reason a court of competent jurisdiction finds any provision of these Terms or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect.

No waiver of or consent to depart from the requirements of any provision of these Terms will be binding unless it is in writing and signed by ZipExchange. You and ZipExchange are independent contractors, and no agency, partnership, joint venture, employment or franchise relationship is intended or created by these Terms. The provisions of these Terms will enure to the benefit of and be binding upon you and ZipExchange and its respective successors and assigns, and, if you are contracting as an individual, your heirs, executors, administrators and personal representatives. You may not assign these Terms or your rights and obligations under these Terms without our express prior written consent, which may be withheld in our sole discretion. We may assign these Terms and our respective rights and obligations under these Terms without your consent.



You agree that all matters relating to the access to, or participation in, the Program shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein, without reference to its conflict of laws principles, and that you will comply with all such applicable laws. Any dispute between us and you or any other person arising from, in connection with or relating to the Program, these Terms, or any related matters must be resolved before the Courts of the Province of Alberta, Canada sitting in the City of Calgary, and you hereby irrevocably submit and attorn to the exclusive jurisdiction of those Courts in respect of any such dispute.