



Applicable from 8th august, 2025

Referral Policy

1. Purpose of the referral policy

This policy defines the conditions under which users of the BIM application may participate in the sponsorship program offered by **BIM Group SARL-S // 20 Rue Schoenberg, 8283 Kehlen // Luxembourg**, hereinafter referred to as "the Company". This program allows users to recommend the service offered by the application to third parties and receive benefits in return.

2. How the Program works

The sponsorship program generates a unique private code for each user. With this code, available in the sponsorship section and in the "settings" section of the application, the registered user (the "Sponsor") can use it to send an invitation to people who are not yet registered on the application (the "Referred") so that they can create an account on the application and receive a reward.

The Referred must:

- Be a natural person of legal age (18 years or older) and legally responsible;
- Not have previously been registered or a client of the application.

The Sponsor will receive a reward defined by the Company provided that:

- Three (3) Referred persons have created a valid account using the sponsorship code provided by the Sponsor;
- The three Referred persons must be real individuals;
- It is not possible to create more than one referred account per phone number. Sponsorship validation is unique and defined by the phone number provided by the referred person at registration ;
- Each of the three (3) Referred accounts must be activated and used in accordance with the application's terms of use after acceptance thereof;



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3. Rewards

Rewards (such as free access for a defined period) are described on the application screen dedicated to the sponsorship program. They are personal, non-transferable, and cannot be exchanged or refunded.

The Company reserves the right to change the program's terms or rewards at any time.

4. Limits and conditions of use

- The number of sponsorships is limited to 6 per user.
- The program is strictly for personal and non-commercial use.
- It is strictly forbidden to use the program abusively, fraudulently, or contrary to these terms and conditions (e.g.: creating fake accounts, self-sponsoring, massively sharing the sponsorship code on platforms outside the application, etc.).
- The Company reserves the right to deactivate an account or cancel rewards in case of breach.
- At the end of the reward period, the Sponsor and the Referred may use the application normally without any difference from other users, either in free mode, by subscribing to a paid plan, or by making an in-app purchase as offered.

5. Compliance with Regulations (including GDPR)

In accordance with the **General Data Protection Regulation (GDPR)** and the **ePrivacy directive**:

- The Sponsor agrees to obtain the explicit consent of the Referred before sharing the sponsorship code. The Sponsor guarantees that they have obtained the prior consent of the Referred to receive an SMS containing the sponsorship code ;
- The Sponsor is solely responsible for sending the SMS containing the sponsorship code. The Company has no access to any information about the Referred before they



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decide to register on the application and provide the sponsorship code in the designated registration page.

- The Company collects no data about the Referred until they voluntarily register. Once registered, the Referred falls under the data retention policy as described in the General Terms of Sale.
- Data collected from the Referred during registration is processed in accordance with the application's Privacy Policy and General Terms of Sale.

6. Prevention of Unfair Practices

In accordance with Directive 2005/29/EC on **unfair commercial practices**, it is prohibited to:

- Mislead the Referred about the benefits of sponsorship;
- Apply undue pressure to get them to register;
- Request any form of compensation from the Referred in exchange for a sponsorship code.

Any attempt at manipulation, circumvention, or fraud will immediately void rewards and may lead to the deactivation of the Sponsor's account and possible legal action.

7. Taxation

The Sponsor is solely responsible for any tax and reporting obligations related to the benefits received, in accordance with the laws of their country of residence.

8. Modification or Termination of the Program

The Company reserves the right to modify, suspend, or terminate the sponsorship program at any time, without notice. Users will be informed through the usual communication channels (via the application, SMS, etc.).



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9. Non-compliance with the General Terms of Sale and / or the Code of Ethics

In the event of a breach of this policy, the General Terms of Sale, or the Code of Ethics, the Company reserves the right to suspend a user's account even if the sponsorship offer is ongoing. Affected users may not claim acquired rights in case of account suspension.