## The Referral Program

is valid from 20 of August 2021 and closes on the 20 of February 2022

# **REFERRAL PROGRAM TERMS AND CONDITIONS**

### **1. TERMS AND CONDITIONS**

This Referral Program offered by KORONAPAY EUROPE LTD ("Koronapay") has been created to reward you, our loyal Customers, ("you," "Referrer," "Participant") for doing what you would already do – recommending us to friends who sign on to be Koronapay customers and proceed with a transfer through the Koronapay App ("Recipient(s)", "Invitee(s)").

The following Referral Program Terms and Conditions ("Program Terms and Conditions") contain important information about our Program, so please read them carefully. These Program Terms and Conditions are a binding agreement between you and Koronapay and will govern your participation in all Program offers. By participating in the Program, you agree to the App and Website Terms and Conditions and the Privacy Policy. You are not authorized to participate in the Program if you do not agree to these Program Terms and Conditions in their entirety.

Koronapay reserves the right to modify these Program Terms and Conditions at any time, at its sole discretion, and without notice to you. Participation in the Program is considered acceptance of Program Terms and Conditions and any modifications which might be made. Koronapay may also, in its sole discretion, change, cancel, suspend, or modify any aspect of the Program without notice. Koronapay also reserves the right to disqualify any customers or prospective customers at any time from participation in the Program.

### 2. HOW THE PROGRAM WORKS

SUCCESSFUL REFERRALS. A Successful Referral occurs when:

- 1. The Referrer, a current customer of Koronapay who has made at least one transfer through Koronapay app, receives a Promo Code.
- 2. The Referrer invites Invitees by sharing with them the Promo Code.
- 3. The Recipient(s) of the Promo Code must specify the specific Promo Code in the corresponding field on Koronapay's App before he /she proceeds with a transfer.
- 4. The Recipient(s) must send the first transfer for an amount greater than or equal to 100 Euro (one hundred Euro) or the equivalent in other currency.
- 5. The Promo Code can only be applied / used once by each separate Invitee.
- 6. The Referrer cannot invite his / her immediate family.

**ELIGIBILITY.** To be eligible for participation in the Program:

- 1. The Referrer must be a current customer of Koronapay who has made at least one transfer through the Koronapay App.
- 2. The Referer must use a European phone number to make at least one transfer through the Koronapay App.
- 3. The Recipient(s) must be a new user / customer of Koronapay without having made any previous transfers / transactions through the Koronapay App.
- 4. Both the Referrer and the Recipient(s) must be at least 18 years of age.
- 5. Koronapay reserves the right to find ineligible any Participant and / or Recipient at its sole discretion.

#### **REFERRAL REWARD CONDITIONS.**

Referral Rewards will be granted to both the Referrer and the Invitee. The Referral Reward is granted only if the transfer / transaction by the new customer (Invitee) was successfully credited to the card of the designated receiver or paid out in cash to the receiver ('successful referral').

The Referral Reward for every successful referral is 15 EUR (fifteen euro) each for the Referrer and the Invitee. The maximum Referral Reward for one customer / Referrer is limited to the amount of 300 EUR (three hundred euro).

Referral Rewards may be taxable, depending on the value of the item and the federal, state, and local tax laws applicable to the Referrer. Referrers are solely responsible for reporting such items on their tax returns and paying any associated tax liability.

Referral Rewards are strictly subject to availability. Referral Rewards are non-transferable, non-negotiable and non-refundable, and have no cash value or cash alternative.

**REDEEMING REFERRAL REWARDS.** If you are eligible for a Referral Reward, you will receive an email notification. You must reply to this email by providing your IBAN (International Bank Account Number) which is solely held in your own name. In case you do not reply within 10 (calendar) days from the date that the email has been sent to you, you will no longer be eligible for the Referral Reward.

Referrers and Invitees will receive their Referral Reward once Koronapay has performed necessary risk and abuse checks. Koronapay reserves the right to cancel any Referral Reward without notice if it believes you have engaged in any fraud or have abused the Referral Program. You must redeem your Referral Reward in accordance with its terms and conditions, including (but not limited to) any end date by which your Referral Reward must be redeemed.

**CONDUCT.** Participants in the Program must comply with all up to date "SPAM" laws. Any distribution or sharing of the Promo Code that could constitute unsolicited commercial email or "spam" under any applicable law or regulation is expressly prohibited and will be grounds for immediate termination of your account and exclusion from Koronapay's Referral Program.

Koronapay reserves the right, at its sole discretion, to prohibit any Referrer and / or Recipient from participating in any aspect of the Program if Koronapay deems or suspects that such Referrer and / or Recipient has engaged in or has attempted to engage in any of the following:

a) acting in violation of these Program Terms and Conditions;

b) damaging, tampering with or corrupting the operation of the Program or App;

c) acting with intent to annoy, harass, or abuse any other person;

d) any inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behaviour or activity; or

e) activity deemed in the sole discretion of Koronapay to be generally inconsistent with the intended operation of the Program.

Koronapay shall be the sole determiner in cases of suspected abuse, fraud, or breach of these Program Terms and Conditions or intent of these Program Terms and Conditions.

### **3. LIABILITY**

**BINDING EFFECTS.** By participating in the Program, you agree to and are bound by the Program Terms and Conditions. If you do not wish to agree to and abide by the Program Terms and Conditions in their entirety, you are not authorized to participate in the Program.

**TERMINATION.** Koronapay may, in its sole and absolute discretion, cancel, change, suspend, or modify any aspect of the Program or Program Terms and Conditions at any time, without notice. Koronapay may, in its sole and absolute discretion, terminate or suspend any Participant's participation in the Program for breach of these Program Terms and Conditions or taking any actions that are inconsistent with the intent of these Program Terms and Conditions.

**RELEASE.** By participating in the Program, Participants release Koronapay, its, parent, subsidiaries, affiliates, suppliers, advertising, and promotions agencies and their respective directors, officers, employees, and agents from any and all liability for any loss, harm, damages, cost, or expense, including, without limitation, property damages, personal injury and/or death, arising out of or in any way connected to the Program and/or the use of any Program rewards.

**INDEMNIFICATION.** Participants agree to indemnify, defend, and hold Koronapay and its representatives and agents harmless from and against any and all third-party claims, demands, liabilities, costs, or expenses, including attorney's fees and costs, arising from, or related to any breach by the Participant of any of these Program Terms and Conditions or any violation by Participant of applicable law.

#### 4. DISCLAIMER

**COMPUTER SYSTEM.** Koronapay disclaims any liability for damage to any computer system / mobile device resulting from participating in, or accessing or downloading information in connection with the Program, and reserve the right, in Koronapay's sole discretion, to cancel, modify, or suspend the Program should a virus, bug, computer problem, unauthorized intervention, or other causes beyond Koronapay's control, corrupt the administration, security, or proper play of the Program.

**FORCE MAJEURE.** Koronapay shall not be liable to any Participant for failure to supply any credit or any part thereof, by reason of any acts of God, any action(s) regulation(s), order(s), or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s), or request(s) prove(s) to be invalid), pandemic, equipment failure, threatened terrorist attacks, terrorist acts, air raid, blackout, earthquake, tornado, war, unusually severe weather, explosion, labour or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, or any other similar or dissimilar cause beyond any of the parties control.

**RESERVED RIGHT.** Koronapay reserves the right to cancel or suspend the Program should it determine, in its sole discretion, that the administration, security, or fairness of the Program has been compromised in any way.

DISCLAIMER OF WARRANTIES: PARTICIPANTS AND PROSPECTIVE PARTICIPANTS EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE PROGRAM IS AT YOUR SOLE RISK, THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND Koronapay EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND TERMS (COLLECTIVELY, "PROMISES") OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, PROMISES AS TO PRODUCTS OR SERVICES OFFERED THROUGH THE USE OF THE PROGRAM, IMPLIED PROMISES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) Koronapay MAKES AND GIVES NO PROMISE THAT (i) THE PROGRAM WILL MEET YOUR REQUIREMENTS, (ii) BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS OBTAINED FROM THE USE OF THE PROGRAM WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE PROGRAM WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; 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.

# **5. OTHER TERMS**

GENERAL TERMS. These Program Terms and Conditions constitute the entire agreement between Participants and Koronapay concerning Participants' use of the Program. The failure of Koronapay to exercise or enforce any right or provision of these Program Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Program Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Program Terms and Conditions remain in full force and effect. The section titles in these Program Terms and Conditions are for convenience only and have no legal or contractual effect. A person who is not a party to these Program Terms and Conditions shall have no right to enforce or receive the benefit of any of these Program Terms and Conditions. The terms and conditions applicable to Participants' of Koronapay's be found use services can at https://koronapay.com/misc/en/documents/Terms and Conditions.pdf