

Pay It Now (PIN) Referral Agreement

Last updated: 11th November 2022

This PIN Referral Agreement (“**Agreement**”) governs your participation in our customer referral program titled “PIN Referral Offer” (the “**Referral Offer**”). By taking part, you agree to be bound to the terms of this Agreement.

1. Referral Offer Overview. The Program allows members to refer potential customers to PIN via a referral code generated in the PIN Network App. To become a Referral Offer participant, you must (a) have downloaded the PIN Network app; and (b) you must have registered a ‘Personal’ PIN Network account (c) Completed the KYC process. PIN reserves the right to determine Referral Offer participation at its sole discretion.
2. Referral Process.
 1. To refer a customer, you must provide that person with your referral code to the prospective new PIN Network member. Each properly submitted referral code and new account signup shall constitute a “**Referral**”. Any referral that does not comply with the foregoing requirements shall be deemed invalid and will not create any obligations on the part of PIN.
 2. After you submit a Referral, you will be deemed to have acquired PIN Network member (each, a “**Qualified Member**”) where:
 1. The new PIN Network member has downloaded the PIN Network app.
 2. The new PIN Network member has completed the in-app Know Your Customer (KYC) process.
 - c. Exclusions. Notwithstanding the above, no Qualified Member will result from:
 - (a) existing PIN Network members (already receive PIN Reflections)
 - d. Multiple Referrals. The member who has referred another member will not receive additional PIN Reward Tokens for new or existing PIN Network members that create multiple accounts. Those new or existing members who do so will run the risk of having their accounts frozen until an internal investigation is carried out, which may lead to the members account being deleted.
 - e. No obligation to Contract. PIN shall have no responsibility to contract any potential customer that you refer.

Economics

- a. Referral Fees. PIN will pay you a referral fee in the form of PIN Reward Tokens as follows:
 - i. \$4 USD of PIN Reward Token for each Qualified Member who downloads the PIN Network app and completes the KYC process

- ii. \$0.6 USD of PIN Reward Token for each existing PIN Network member who refers a new member that becomes a Qualified Member;
- b. Determinations. PIN shall have the right to make all determinations concerning Referrals, Qualified Members, and the earning of referral fees, and all such determinations shall be binding on you. PIN shall have no obligation to pay a referral fee for any referral that is not described above or where you have violated any term of this Agreement.
- c. Payment Terms. PIN will release the referral fees within 7 days after each Qualified Member becomes a PIN member.
- d. All amounts are stated in U.S. dollars.
- e. PIN Rewards can only be used in participating PIN Partner stores, and can not be swap for other tokens.

Restrictions. In connection with your participation in the Program, you must comply with the restrictions below. Any failure to do so will void any obligation by PIN to pay a referral fee. In addition, you agree to indemnify and defend PIN from any losses arising out of your breach of the restrictions below.

- a. You must comply with the terms hereof, any additional requirements posted by PIN on the website, and all laws.
- b. You may not:
 - i. represent that you are employed by, affiliated with, endorsed by, or an authorized reseller of PIN;
 - ii. make any false or misleading statement about PIN, the PIN Network, or PIN's Service
 - iii. use any fraudulent or deceptive practices;
 - iv. modify any of PIN marketing materials made available to you;
 - v. use any PIN marketing materials to sell non-PIN goods or services; or
 - vi. use PIN's name and logo except as permitted hereunder.

Modification; Termination. PIN may, at any time and in its sole discretion, modify or discontinue the Referral Offer (including by changing the referral fee structure), *provided* that such modifications will take place on a go-forward basis only. PIN shall have the right to immediately suspend or terminate your participation in this Program if you violate the terms hereof.

Nature of relationship. You and PIN are independent of one another. The Referral Offer and your membership in the offer does not, and will not, create any partnership, joint venture, employer-employee, or franchisor-franchisee relationship between the parties. You may not assign this Agreement; any such assignment will be void.

Other Terms. This Agreement incorporates by reference the following provisions of PIN Terms of Service, available at <https://payitnow.io/tos.html>: