

Agreement version: 1.0.
Applicable as of: 24.01.2023

MONEFIT SMARTSAVER REFERRAL PROGRAM TERMS AND CONDITIONS

1. INTRODUCTION

1.1. Monefit Card OÜ (hereinafter "Monefit SmartSaver") offers the opportunity to earn rewards by inviting friends to invest via Monefit SmartSaver through our Referral Program. By participating in the Program, Users agree to the Program Terms as outlined herein, and consistent with any other terms Monefit SmartSaver applies. The terms used in the Referral Program Terms and Conditions shall have the same meaning as ascribed in the Terms of Use unless the context otherwise requires or indicated differently in the present Terms.

2. DEFINITIONS

2.1. In these Terms, the following words and expressions have the meanings attributed to them below:

"Date of Validation" means the date when the Referred Party has successfully validated his/her identity.

"Invested Funds" any amount of funds invested by a User on the SmartSaver Website.

"Participant" means a User, who has a SmartSaver Account on the SmartSaver Website and who is eligible to share the Referral Link.

"Referral Bonus" is a reward in the form of electronic funds the Participant and Referred Party receive by Monefit SmartSaver as a transfer to their User Accounts if all conditions set in these Terms have been fulfilled.

"Referral Link" is a unique link available on a User Account that must be used by the Referred Party to create a User Account on the SmartSaver Website.

"Referred Party" means any natural or a legal person who has created a User Account on the SmartSaver Website and has invested after using the Referral Link.

"Terms" means these Monefit SmartSaver Referral Program Terms and Conditions.

"Validated User" means a User that has successfully validated his/her identity.

3. DEFINITIONS

3.1. The Referral Program is available from XX XX 2023 for an indefinite period until revoked by Monefit SmartSaver.

3.2. The Referral Program is compatible with other promotions offered by Monefit SmartSaver.

3.3. For the Participant and the Referred Party to receive the Referral Bonus, the following conditions must be fulfilled:

3.3.1. neither the Participant nor the Referred Party has breached any of the clauses of the Referral Program Terms and Conditions and/or the Terms of Use;

3.3.2. Users will be disqualified from the Referral Program if they refer: 1) themselves, 2) a legal

- entity in which they are shareholders or representatives; or 3) the shareholders or representatives of a legal entity in which they are shareholders or representatives;
- 3.3.3. the Participant must be registered on the SmartSaver Website and have his/her identity verified via the solution provided by Monefit SmartSaver;
 - 3.3.4. the Referred Party has used the Participant's Referral Link when creating the User Account and Monefit SmartSaver was able to track it;
 - 3.3.5. when creating a User Account on the SmartSaver Website, the Referred Party must not have previously registered an account, including an account registered with a different email address. In case Monefit SmartSaver detects the Referred Party has an account at Monefit SmartSaver, the Referred Party's new account will be erased and the Referral Bonus will be revoked;
 - 3.3.6. the Referred Party has a right to become a User in accordance with the Terms of Use.

4. HOW TO PARTICIPATE

- 4.1. Monefit SmartSaver provides each Validated User with a unique Referral Link that can be found on the SmartSaver Website.
- 4.2. Users can share or send the Referral Link with third parties (e.g., via an SMS, or messages to people the Participant is acquainted with, in private social network profiles, via email to people the Participant is acquainted with).
- 4.3. Users are prohibited to use, post or distribute the Referral Link:
 - 4.3.1. in any kind of commercial activity or paid promotion include online advertising;
 - 4.3.2. on websites that provide erotic, indecent or deceptive content;
 - 4.3.3. on websites that provide gambling or betting services;
 - 4.3.4. on websites that are including but not limited to coupon sites, review sites;
 - 4.3.5. and to write emails, text or message people who Users do not personally know.
- 4.4. The Participant can invite an unlimited number of Referred Parties and receive the Referral Bonus for each successful invitation that has met the requirements described in these Terms and Conditions.
- 4.5. The Referred Party needs to register and validate his/her identity as a User on smartsaver.monefit.com in a period of 30 days since clicking in the Referral Link.

5. REFERRAL BONUS

- 5.1. The Participant and the Referred Party will obtain a Referral Bonus calculated on 1% of the Invested Funds invested by the Referred Party within 60 days after the Date of Validation.
- 5.2. Each Referral Bonus is limited to 1,000 EUR.
- 5.3. Monefit SmartSaver pays the Participant and the Referred Party the Referral Bonus, if all conditions set in these Terms have been fulfilled, within 7 business days after 60 days from the Date of Validation.
- 5.4. Monefit SmartSaver pays the Participant and the Referred Party the Referral Bonus by adding electronic funds equivalent to the Referral Bonus into the User Account.

6. TAXATION

- 6.1. The Participant and Referred Party shall be fully responsible for the calculation and payment of all taxes arising from the Bonuses obtained as a result of its participation in the Referral Program. All Bonuses will be paid without any deduction or withholding for or on account of any Tax.

7. TERMINATION AND UPDATES TO THE REFERRAL PROGRAM TERMS AND CONDITIONS

- 7.1. The User is obligated to immediately stop their participation in the Referral Program if requested by Monefit SmartSaver for any reason, at Monefit SmartSaver sole discretion.
- 7.2. Monefit SmartSaver reserves the right to suspend or terminate User Accounts or deny any Referral Bonus if we notice any activity that we believe is abusive, fraudulent, or does not comply with any of these Terms or any other agreements that apply to Users.
- 7.3. Monefit SmartSaver may suspend or terminate the Referral Program or a User's ability to participate in it at any time for any reason.
- 7.4. Monefit SmartSaver may, in our sole and absolute discretion, amend these Terms or terminate the Referral Program unilaterally and without individually notifying the User. We may not always be able to give you advanced notice of such updates or amendments but, if we modify these Terms, we will always post them on the SmartSaver Website. Continued participation in the Program after any modification shall constitute consent to such modification.
- 7.5. The Users will be disqualified from the Referral Program if they refer themselves. The Referred Parties must be new Users to Monefit SmartSaver and cannot have an existing registered account.
- 7.6. If Monefit SmartSaver, at its sole discretion, believes that the Participant and/or Referred Party created accounts for the primary purpose of collecting the Referral Bonus of the Referral Program, the Participant and/or Referred Party will be disqualified from the Referral Program and will not be eligible for its rewards.
- 7.7. Monefit SmartSaver may review payment and withdrawal information of the Participant and the Referred Party if it will suspect a breach of the Monefit SmartSaver Referral Program Terms and Conditions.

8. MISCELLANEOUS

- 8.1. Any dispute or claim arising out of these Terms, or its subject matter or formation (including non-contractual disputes or claims) shall be governed by these Terms and by the Terms of Use that have been published on the SmartSaver Website at the moment when the Referred Party submitted the Application Form using the Participant's Referral Link.
- 8.2. Monefit SmartSaver shall not be deemed responsible for any misuse of the Referral Link, including but not limited to, technical issues that might cause the Referral Link to not work properly, thus not appearing as used when the Referred Party is creating the User Account on the SmartSaver Website.