

Agreement version: 2.1.
Valid from: 15.04.2024

MONEFIT SMARTSAVER REFERRAL PROGRAM TERMS AND CONDITIONS

1. INTRODUCTION

1.1. Monefit Card OÜ (hereinafter "Monefit SmartSaver") offers Users the opportunity to earn rewards by inviting friends to invest via Monefit SmartSaver through its Referral Program (hereinafter "**Referral Program** "). By participating in the **Referral Program**, Users agree to these Monefit SmartSaver Referral Program Terms and Conditions(" hereinafter "**these Terms**")which apply throughout the **Referral Program** in addition to any other terms Monefit SmartSaver applies, including the Terms of Use of Monefit SmartSaver (hereinafter "**Terms of Use**") which appear on the **Monefit SmartSaver** website.

2. DEFINITIONS

2.1. In these **Terms**, the following words and expressions have the following meanings :

"**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 in these **Terms** and the **Terms of Use** 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.

2.2 Except as set out above, the definitions , words and expressions used in these

Terms shall have the same meaning as given in the **Terms of Use** unless the context otherwise requires

3. PERIOD OF THE REFERRAL PROGRAM

3.1. The **Referral Program** starts from 20/10/23 00.01 Central European Time for an indefinite period until terminated by Monefit SmartSaver in accordance with the procedure set out below.

3.2. In the event of such termination these **Terms** shall have no effect but the **Terms of Use** shall continue to apply unless the context otherwise requires.

3.3 The Referral Program is not compatible with other sign-up promotional campaigns except for the **Welcome Bonus Campaign**.

4 ELIGIBILITY

4. For the Participant and the Referred Party to receive the Referral Bonus, the following conditions must all be satisfied :

4.1 neither the **Participant** nor the **Referred Party** has breached any of the clauses of either these **Terms** or the **Terms of Use**;

4.2. 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;

4.3 the **Participant** must be registered on the SmartSaver Website and and be a Validated User;

4.4. the **Referred Party** has used the **Participant's Referral Link** when creating the User Account and Monefit SmartSaver was able to track it;

4.5 the **Referred Party** must not have previously registered a SmartSaver account, including an account registered with a different email address. In the event , Monefit SmartSaver detects the **Referred Party** did previously have an account at Monefit SmartSaver, the **Referred Party's** new account will be erased and the **Referral Bonus** will be revoked;

4.6. the **Referred Party** satisfies the definition of a User in accordance with the **Terms of Use**.

4.7 the **Referred Party** must register and validate their identity as a User on smartsaver.monefit.com within a period of 30 days from clicking in the **Referral Link**.

5. HOW TO PARTICIPATE

5.1. Monefit SmartSaver provides each **Validated User** with a unique **Referral Link** that can be found on the SmartSaver Website.

5.2. 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).

5.3. Users are prohibited to use, post or distribute the **Referral Link**:

5.3.1. in any kind of commercial activity or paid promotion include online advertising;

5.3.2. on websites that provide erotic, indecent or deceptive content;

5.3.3. on websites that provide gambling or betting services;

5.3.4. on websites that are including but not limited to coupon sites, review sites;

5.3.5. and to write emails, text or message people who Users do not personally know.

5.4. The Participant can invite an unlimited number of **Referred Parties** and receive the **Referral Bonus** for each successful invitation that satisfies the requirements of both these **Terms** and the **Terms of Use**.

6. REFERRAL BONUS

6.1 The **Participant** and the **Referred Party** will receive a **Referral Bonus** of 0.5% of the net credit balance in the **Referred Party's** SmartSaver Account on the 90th calendar day after the **Referred Party's Date of Validation**

6.2. Each Referral Bonus is limited to 2,500 EUR.

6.3. Monefit SmartSaver will pay the **Participant** and the **Referred Party** the **Referral Bonus**, if all conditions set in these **Terms** have been fulfilled, within 7 business days after 90 days from the **Date of Validation**.

6.4. Monefit SmartSaver pays the **Participant** and the **Referred Party** the **Referral Bonus** by adding electronic funds equivalent to the **Referral Bonus** into their respective User Accounts.

6.5 The **Referral Bonus** has no cash value, is non transferable and cannot be exchanged for cash by either the **Participant** or the **Referred Party**

7. TAXATION

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

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

8.1 The **Participant** and/or the **Referred Party** are obliged to immediately stop their participation in the **Referral Program** if requested by Monefit SmartSaver. Such a request can be made for any reason and at Monefit SmartSaver's sole discretion.

8.2 Monefit SmartSaver may review the payment and withdrawal record of the **Participant** and/or the **Referred Party** in the event Monefit SmartSaver suspects any User of breaching these **Terms**.

8.3 The **Participant** and/or the **Referred Party** will be disqualified from the **Referral Program** if they refer themselves. As stated above, the **Referred Party** must be a new User to Monefit SmartSaver and cannot have an existing registered account.

8.4 Monefit SmartSaver reserves the right to suspend or terminate the User's SmartSaver Account of the **Participant** and/or the **Referred Party** or refuse to pay the **Referral Bonus**, if Monefit SmartSaver notices any activity that is believed to be abusive, fraudulent, or does not comply with any one of the following - these **Terms**; the **Terms of Use** or any other agreements that apply to the User.

8.5 Monefit SmartSaver may suspend or terminate the **Referral Program** or the ability of either the **Participant** and/or the **Referred Party** to participate in it at any time for any reason.

8.6 If Monefit SmartSaver, at its sole discretion, believes that the **Participant** and / or **Referred Party** opened a SmartSaver Account for the primary purpose of collecting the **Referral Bonus** , the **Participant** and / or **Referred Party** will be disqualified from the **Referral Program** and will not be eligible to receive the **Referral Bonus** .

8.7 Monefit SmartSaver may, in its sole and absolute discretion, amend these **Terms** unilaterally and without individually notifying each User. Monefit SmartSaver may not always be able to give each User advanced notice of any amendments If Monefit SmartSaver modifies these **Terms**, the updated Terms will always be posted on the SmartSaver Website, at which time they will be deemed to take immediate effect . Continued participation in the **Referral Program** shall constitute consent to the updated **Terms** by each User.

8.8 Monefit SmartSaver may, in its sole and absolute discretion, unilaterally terminate the **Referral Program** . In the event of such termination these Terms shall automatically have no effect. Monefit SmartSaver shall provide notice of termination of the **Referral Program** by providing any one of the following - a) sending a relevant notice to each User b) and/or by publishing an announcement of the termination on the SmartSaver Website c) and/or by removing the Terms from the SmartSaver Website.

9. MISCELLANEOUS

9.1. 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**

9.2. 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.