

Cherry Technologies Merchant Referral Program

Effective Date: January 04, 2021

Program Overview: The Cherry Technologies Merchant Referral Program (the “Program”) is offered by Cherry Technologies Inc. (“Cherry”) and provides the opportunity for eligible merchants participating in the Cherry Program (“Merchants”) to refer merchants not currently participating in the Cherry Program to participate.

Program Details: Cherry will award listed below (a “Reward”) to any Eligible Referrer who refers an Eligible Merchant in compliance with these Referral Program Rules (the “Rules”):

	<i>Award Amount</i>
<i>Eligible Merchants</i>	Two Hundred and Fifty Dollars (\$250.00)

The Reward will be issued to the Eligible Referrer within thirty (30) days following the third funded contract by the referred Merchant as long as it occurs within the first month following the referred Merchant’s onboarding. In order to receive a payment, an Eligible Referrer must be in good standing with Cherry. The Program is valid only in the United States. Cherry reserves the right to add, modify and/or delete any Rewards and/or requirements to receive any Rewards at any time. Cherry’s decision with respect to all aspects of the Referral Program is final and binding.

Definition of an Eligible Referrer: To qualify as an “Eligible Referrer,” you must be currently enrolled, active and in good standing (i.e., not suspended) in the Cherry Program when the Eligible Merchant is enrolled in the Cherry Program. Existing and former Cherry Merchants are prohibited from referring either themselves, affiliated/related businesses, or persons related to any principal of the Eligible Referrer.

Definition of an Eligible Merchant: An “Eligible Merchant” is a business that (1) is not currently, and has never been, a Cherry Merchant; (2) is not already registered as a Cherry lead or contact in Cherry’s records; (3) successfully signs up as a Cherry Merchant; (4) funds three Cherry transactions within the first month after their Cherry onboarding; and (5) is an active merchant in good standing and in compliance with Cherry.

No Prohibited Actions: You agree not to take any action which is or may be interpreted to be detrimental to the brand, trademark or interests of Cherry, including without limitation, attempting to make referrals or receive rewards in a manner inconsistent with these Rules or the intent of these Rules, attempting to earn rewards through illegitimate channels, participating in fraud, or tampering with Referral Program.

How to Earn Rewards: In order to be eligible to earn Rewards, you must first complete the registration process.

Registration Process: A referral may be submitted at <https://withcherry.com/refer-a-friend/> (Referral Website). The Eligible Referrer shall submit all required fields on the form including requested information about Eligible Referrer and information about the Eligible Merchant. If the Eligible Referrer wishes to refer more than one Eligible Merchant, a separate form must be completed for each referral. After you have completed the referral website registration process, you may make referrals by submitting your referrals directly to Cherry via the form provided on the Referral Website.

Reward Issuance: The Reward will be issued to the Eligible Referrer in the form of an electronic gift card.

General Conditions: By participating in the Referral Program, you agree to release, discharge, indemnify and hold harmless Cherry, its subsidiaries and affiliates, and each of their respective officers, directors, shareholders, employees and agents (collectively, "Released Parties") from any liability or damages which may arise out of participation in the Referral Program or out of the acceptance, use, misuse or possession of any Reward attained through this Referral Program. You further agree not to: (a) bind, create any obligation (express or implied) or negotiate prices or other terms and conditions on Cherry's behalf (nor represent to any person, including any prospective Cherry customer or New Eligible Merchant, that you have authority to do so); or (b) make any claims regarding the Cherry services. You also agree that any promotion methods that you use to promote Cherry products and services to prospective Cherry customers shall be in accordance with all applicable laws and regulations.

Released Parties are not responsible for late, lost, incomplete, delayed, inaccurate, garbled, undelivered, misdirected referrals or Rewards or other errors or problems of any kind relating to or in connection with the Referral Program, whether printing, typographical, technical, computer, network, human, mechanical, electronic or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Referral Program, the verification of Eligible Merchants, the tracking of referrals and Eligible Merchants, the announcement of the Rewards or in any Referral Program-related materials.

Cherry reserves the right at any time to modify, suspend or cancel the Referral Program or the Rules at any time. Any changes Cherry makes will be effective immediately on notice, which it may give either by posting on the Referral Website, withcherry.com or via e-mail. Your participation in the Referral Program after such notice will be deemed acceptance of such changes. You should review these Rules periodically to ensure familiarity with the most current version. You will always be able to tell when the version was last updated by checking the "Effective Date" at the top of these Rules. All questions or disputes regarding the Referral Program, including without limitation, those involving eligibility, participation, fraud and abuse will be resolved by Cherry.

Cherry also reserves the right to disqualify and deregister any Referrer in the event that Cherry determines that Referrer has violated any of these Rules, which determination shall be final. In the event of such disqualification or deregistration, Referrer forfeits the rights to receive, and Cherry is not obligated to honor or pay any Rewards which vest on or after the date of such effective disqualification or deregistration.

Your participation in the Referral Program constitutes permission for Cherry and its designees to use your name, biographical information, image, likeness and/or statements about the Referral Program for advertising, trade, promotional and other purposes, in any manner, in any and all media now or hereafter devised, worldwide, in perpetuity, without additional compensation, notification or permission, unless prohibited by law.

Cherry Marks: You acknowledge that Cherry’s names, logos, trademarks, service marks and other intellectual property (collectively, “Cherry Marks”) are the exclusive property of Cherry, LLC and that you do not have any proprietary rights therein. You may only use and display Cherry Marks to the extent specifically designated or authorized in advance by Cherry. Any marketing materials, communications and displays produced by you shall: (1) be produced at your sole cost and expense; (2) comport with reasonable standards of good taste; (3) comply with Cherry’s then-current marketing and legal compliance guidelines and rules, which may be updated from time to time; and (4) comply with applicable laws. For the avoidance of doubt, all publications or public displays using Cherry Marks must be reviewed and approved in advance by Cherry prior to first use. All Cherry Marks are and will remain the sole property of Cherry. The permissions to Cherry Marks are revocable by Cherry at any time in Cherry’s sole discretion upon thirty (30) days’ notice and immediately without opportunity to cure if, in our sole discretion, you infringe or improperly use or publish any of our Marks. For avoidance of doubt, all applicable federal, state and local laws and regulations apply.

WARRANTY DISCLAIMER: CHERRY MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY SERVICES OR PRODUCTS CONTEMPLATED BY THIS AGREEMENT. CHERRY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE AND MERCHANTABILITY.

By participating in the Referral Program, you agree, affirm, and represent that you have read, understand and will comply with the Rules.

LIMITATION OF LIABILITY: CHERRY’S LIABILITY FOR DIRECT DAMAGES IS LIMITED TO \$1,000. NEITHER CHERRY, NOR ITS AFFILIATES, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, EVEN IF CHERRY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE REASONABLY BEEN FORESEEN BY CHERRY. THE PARTIES ACKNOWLEDGE AND ACCEPT THE REASONABLENESS OF THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS PROVISION.

PERSONAL INFORMATION: Your personal information collected in connection with this Program will be used in accordance with Cherry’s Privacy Policy, available for Cherry at <https://withcherry.com/privacy/>