

Fruitful, Inc. - Member Referral Program - Terms and Conditions

The following terms and conditions ("Terms") govern the Fruitful, Inc. ("Fruitful") Member Referral Program ("Program"):

Eligibility

The Program is open to existing Members of Fruitful who are legal residents of the United States and are at least 18 years old.

Program Overview

The Program allows eligible Members ("Referrers") to earn rewards by referring new Members ("Referees") to Fruitful. Both the Referrer and the Referee may receive a reward if the Referee signs up for a membership using a valid referral link.

How to Refer

Referrers may refer potential new Members by sharing their unique referral code or link, provided by Fruitful. The Referee must use this code or link when signing up for a membership to receive a reward.

Referral Reward

The Referrer will receive a \$98 credit toward their next Fruitful subscription payment for each successful referral ("Referral Reward"). The Referee will receive a \$98 discount on their first Fruitful subscription payment. Credits will be applied to a Referrer's payment profile within 30 days of a successful Referee's membership sign-up.

Limitations

A maximum of six (6) Referral Reward credits can be earned per calendar year per Referrer. Referral Reward credits are non-transferable, non-assignable, have no cash value outside of Fruitful and cannot be redeemed or exchanged for cash, credit, or other merchandise. Accumulated Referral Reward credits will be applied collectively toward a Member's next subscription payment. If the Referrer cancels their Membership, unused credits will be forfeited.

Tax

Referrers are responsible for any and all tax liabilities associated with the Program. If a Referrer earns \$600 or more in referral credits in a calendar year, Fruitful may be required to issue a 1099-MISC to the Referrer, and the Referrer agrees to provide their tax information upon request.

Prohibited Activities

Referrers may not use spam or send unsolicited emails to persons they do not personally know to collect referrals and may not collect referrals by posting on message boards or other online venues in violation of such venues' terms of use.

Liability

Fruitful, Inc. will not be responsible for any loss or damage arising from participation in the Program, acceptance of Referral Reward credits, the free month or discount, or any inability to participate in the Program.

Termination and Changes

Fruitful may suspend or terminate the Program or a user's ability to participate in it at any time for any reason. Fruitful reserves the right to suspend accounts if we notice any activity that we believe is abusive or fraudulent. We reserve the right to review and investigate all referral activities and to suspend accounts or modify referrals as deemed fair and appropriate.

General Rules

By accepting the Referral Reward, Referrer agrees to hold Fruitful, its respective directors, officers, employees, and assigns, harmless against any and all claims and liability arising out of use of the award. Referrers agree to release, discharge and hold harmless Fruitful, its parent company, and their respective subsidiaries, affiliates, officers, directors, shareholders, employees, agents, attorneys, other representatives, advertising, promotion and fulfillment agencies, harmless from and against any and all liability and damages. Fruitful is also not responsible for misdirected or undeliverable e-mail or for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Fruitful is not responsible for any typographical/other error in presentation/administration of program, prize announcements or for any liability for damages to any computer system resulting from participation in, accessing or downloading information in connection with the Program. Fruitful reserves the right to modify, suspend or terminate the Program in the event it becomes infected by a computer virus or is otherwise impaired, and to cancel or suspend the Program in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity or proper participation in the Program.

Governing Law

This Promotion, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the state of New York.

By participating in the Program, you agree to abide by these Terms. Please contact our <u>Hospitality Desk</u> if you have any questions about these Terms or the Program. These Terms are separate from any terms, policies, or requirements related to the financial products or services that may be accessed by Fruitful members, including requirements related to the verification of your identity.