

MNFST LTD ("**MNFST**") welcomes you to participate in our referral program (the "**Program**") which allows users of MNFST's downloadable mobile application (the "**App**") to earn rewards by referring Third Parties to become new users of the App.

If you wish to participate in the Program, you must agree to be bound by MNFST's [Terms of Service](#) and [Privacy Policy](#) (collectively: the "**Terms**"), which are incorporated herein by reference. If you do not agree with any of the provisions of the Terms and/or the terms of this Program (the "**Referral Rules**"), do not participate in the Program. By participating, you agree to be fully, unconditionally bound by these Referral Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of MNFST, as final and binding as it relates to the contents of this Program.

Capitalized terms that are not defined in these Referral rules shall have the meaning given to them in the [Term of Service](#).

1. Eligibility

- 1.1 The participation in the Program is open to anyone who holds a user account in the App.
- 1.2 Without prejudice to clause 1.1, you may not participate in the Program in case that you:
 - (a) are a citizen and/or resident of a Forbidden Country;
 - (b) have not reached the age of 16 years;
 - (c) use bots, macros, scripts and/or other technical means for operation of your user account;
 - (d) are not fully and legally capable to use App;
 - (e) are acting on behalf of a company, organization, government, or other legal entity, and such entity did not authorize you to do so; and
 - (f) are barred to do so under the applicable law of the jurisdiction in which you are bound by.

2. Participation in the Program

- 2.1 In your user account page in the App, you will have a hyperlink that allows you to distribute electronic mails to Third Parties concerning the MNFST APP and detailing the means of downloading it (the "**e-invitation**").
- 2.2 You hereby acknowledge and agree that:
 - (a) by distributing an e-invitation, you assume full responsibility for any Third Party claim arising from, incurred as a result of, or in any manner related to the e-invitation sent by you to any Third Party.
 - (b) the contents, design and required information on the e-invitation will be made by MNFST, at its sole discretion, and may be amended from time to time; and
 - (c) MNFST shall not, in any way, be responsible for the actual delivery of the e-invitation to the Third Party.

3. Qualifying Referral

3.1 For the purposes of this Program, a “**Referred Person**” shall be deemed to be a natural person that:

- (a) received the e-invitation from you;
- (b) downloaded the App via the e-invitation link;
- (c) created a new, unique user account in the App (the “**New Account**”);
- (d) operates a New Account that has a Social Capital Score of at least 55; and
- (e) the Referred Person has successfully participated in a commercial campaign.

3.2 A Referred Person that completes all (but not some) of the actions set out in clause 3.1 above, shall award you with the rewards set out in clause 4 below.

3.3 You hereby acknowledge that a Third Party may receive different e-invitations, and therefore he/she may not be deemed as a Referred Person if he/she downloads the App via a different e-invitation link.

4. Rewards

4.1 You hereby acknowledge and agree that the maximum amount of rewards that you shall be entitled to under this Program shall not exceed, in aggregate, USD 50.00 (fifty US Dollars).

4.2 Without prejudice to the foregoing, MNFST may, at its discretion, increase or decrease the aggregate amount of rewards set out in this clause 4 provided that any change may not be effected retroactively.

Restrictions

5.1 You are prohibited from distributing an e-invitation:

- (a) If you pay (or provide any other benefit to) any Third Party for distributing your e-invitation;
- (b) via mass emailing, texting, messaging people you do not know or doing the same via any other form of spamming;
- (c) using any bot, macros, scripts and/or other technical means.

5.2 You are hereby expressly prohibited from soliciting a person to open a user account without his/her free will, and you acknowledge that doing such action shall entitle MNFST to temporarily suspend and/or block and/or terminate your user account.

Disclaimer & Limitation of Liability

6.1 MNFST MAKE NO WARRANTIES OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED BY LAW, STATUTE OR OTHERWISE) WITH RESPECT TO THE PROGRAM OR ANY CONTENT, SCRIPTS AVAILABLE THEREIN OR RELATED THERETO OR THAT THE PROGRAM, ITS SYSTEM, NETWORK, SOFTWARE OR HARDWARE (OR THAT PROVIDED TO US BY THIRD PARTIES) WILL BE ERROR-FREE OR UNINTERRUPTED WITH RESPECT TO THE QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR SUITABILITY OF ALL OR ANY OF THE FOREGOING. EXCEPT AS EXPRESSLY STATED

OTHERWISE IN THESE REFERRAL RULES, ALL WARRANTIES, REPRESENTATIONS AND IMPLIED TERMS AND CONDITIONS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW OF YOUR JURISDICTION.

- 6.2 UNDER NO CIRCUMSTANCES, SHALL MNFST (AND ITS AFFILIATED ENTITIES) OR ANY OF MNFST'S (AND ITS AFFILIATED ENTITIES') SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS, SUBCONTRACTS AND REPRESENTATIVES BEAR LIABILITY TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, COMPENSATORY, ACCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXAMPLORY, UNINTENTIONAL DAMAGE (INCLUDING LOST PROFIT, LOSS OF GOODWILL, OR LOST DATA), AND/OR DAMAGE TO YOUR BUSINESS REPUTATION IN CONNECTION WITH THE PROGRAMS (INCLUDING ANY CONTENT, SCRIPTS, PRODUCT OR SERVICES AVAILABLE THEREIN) OR OTHER MATERIALS WHICH BECAME AVAILABLE TO YOU OR OTHER PERSONS THROUGH THE PROGRAM.

7. Indemnification

- 7.1 You hereby agree to indemnify and hold MNFST (and MNFST's Affiliated entities) and anyone on its behalf, including but not limited to, all of its shareholders, managers, officers, affiliates and employees, harmless against any losses, expenses, costs, claims, damages (including reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to: (i) your breach of the terms of these Referral Rules and (ii) any misrepresentation made by you to any Third Party in connection with the Program.

- 7.2 Furthermore, In the event where MNFST reasonably deems that you are responsible for abuse of the Program, MNFST hereby reserves the right to seek indemnification from you or any user account which is related to other user accounts by any one or more of the following similar criteria:

- (a) IP address;
- (b) name;
- (c) email and mailing address;
- (d) country of registration;
- (e) password;
- (f) machine identity;
- (g) remittance source; and/or
- (h) any combination of the above,

and it is hereby and acknowledged and agreed by you that MNFST may obtain such indemnification by charging your user account or any connected user account, deducting amounts from future payments owed to you or to any connected user account or by obtaining indemnification from you by any other lawful means.

8. Complaints

If You have any complaints, claims or disputes ("**Complaints**") with regard to the Program, you are hereby instructed to submit such Complaint to MNFST in writing as soon as is reasonably practicable possible following the occurrence of the event to

which the Complaint refers. Complaints may be submitted by email to complaints@mnfst.com, with maximum description and details

9. Miscellaneous

- 9.1 These Referral Rules (and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes, claims and the arbitration agreement) shall be governed by and is to be construed in accordance with the law of the United Kingdom and Wales.
- 9.2 Any dispute arising out of or in connection with these Referral Rules, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by the competent courts of London, England.
- 9.3 Nothing in these Terms shall:
- (a) be construed as creating any agency, arrangement, partnership, joint venture, trust or fiduciary relationships, employer-employee relationship or any other similar relationship between you and MNFST and/or its Affiliates;
 - (b) create or confer any rights or benefits to any third party, or grant you any security interest in any asset of MNFST and/or its Affiliates.
- 9.4 MNFST is entitled to amend these Referral Rules with immediate effect at any time and post the amended version on the App, and to do so according to its absolute and exclusive discretion, and without providing any notice in advance. The changes will not be retroactive. It is your sole responsibility to review these Referral Rules and any amendments, before performing any activity via the App. Any use by you of the App after making such an amendment shall be deemed as your awareness and acceptance of any amendment of these Referral Rules. If any amendment of these Referral Rules is unacceptable to you, your only recourse is to rescind from using the App. MNFST shall not be liable for any loss suffered by you resulting from any changes made and you shall have no claims against MNFST in such regard.
- 9.5 MNFST may, at its sole and absolute discretion, transfer or assign these Referral Rules (in whole or in part, including any remedy provided thereunder) to any Third Party without any prior notice; without derogating from the above, the App may be operated by Third Parties. You may not transfer, assign or pledge in any manner whatsoever any of your rights or obligations under these Referral Rules.
- 9.6 You agree to the use of electronic communication in order to enter into contracts, and you waive any rights or requirements under applicable laws in any jurisdiction which require an original (non-electronic) signature. All such communications will be considered in writing and will be considered received by you within 24 hours from the time in which the notice was posted on the App or sent to you via e-mail.
- 9.7 You confirm that, in agreeing to accept these Referral Rules, you have not relied on any representation made by MNFST. Any representation, promise, undertaking or consent, whether verbal or in writing, which is not included in these Referral Rules, will not be valid.
- 9.8 MNFST's failure at any time in enforcing any right or remedy under these Referral Rules shall not be construed as a waiver of any future or other exercise of such right or remedy.
- 9.9 If any part of these Referral Rules is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, then such provision shall be excluded from these Referral Rules and the remainder of these Referral Rules shall be

interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event these Referral Rules shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

- 9.10 These Referral Rules have been drafted in the English language. In the event of any discrepancy between the meanings of any translated versions of these Referral Rules and the English language version, the meaning of the English language version shall prevail.
- 9.11 These Terms shall be deemed effective as of January 22nd, 2019.