

REFERRAL AGREEMENT

Terms & Conditions

1. **Term.** This Agreement shall commence upon the Effective Date, 18th September 2019, and will continue until December 31st 2019 or the date in which reward is redeemed through the Apple App Store or Google Play store, whichever comes first.
2. **Terms and Conditions.** The Loop App Referral Program (“Program”) offered by Loop App Pty Ltd (“Loop App”) has been created to reward you, (“you,” “Participant,” “Referrer,” “Participant”) for recommending us to friends and family who sign on to be our Email, Facebook Messenger or Mobile Number Database (“Participants” or “Referred”). The following Loop App Referral Program Terms and Conditions (“Referral Program Terms and Conditions”) contain important information about our program, so please read them carefully. These Referral Program Terms and Conditions are a binding agreement between you and Loop App and will govern your participation in any and all Program offers. By participating in the Program, you agree to the Site Terms and Conditions and the Site Privacy Policy. You are not authorized to participate in the Program, if you do not agree to these Program Terms and Conditions in their entirety. Loop App reserves the right to modify these Referral Program Terms and Conditions at any time, at its sole discretion, and without notice to you. Participation in the Program is considered acceptance of Program Terms and Conditions and any modifications which might be made. Loop App may also, in its sole discretion, change, cancel, suspend, or modify any aspect of the Program without notice. Loop App also reserves the right to disqualify any customers or prospective customers at any time from participation in the Program and deny any Program Payouts.
3. **How the program works.** A Qualified Referral occurs when:
 - a. The Referrer, clicks the Program link on a page on the Loop App website (www.loopapp.com.au), a Loop App Email or from the Loop App Messenger Page and shares a Referral Program Link through Messenger with a person, the Referred;
 - b. The Referrer, must refer a person who is not currently registered on a Loop App Email, Messenger or Mobile Number Database (“Database”).
 - c. The person which you refer must complete a Successful Sign Up as set out in Table 2.0 onto a Loop App Database within 7 days of the date of the referral.
 - d. To claim the Referral Award, you will be required to provide a contact email or mobile number as well as comply with any relevant terms and conditions to have a Subscription on the Apple App Store or Google Play Store.
 - e. The Referred then provides all relevant information for becoming a subscriber on a Loop App Database by clicking the Referral Program link shared by the Referrer and supplying information as set out in Table 1.0; and
 - f. When the Referred customer is accepted onto a Loop App Database, the Referrer will receive a referral reward.

- g. To be eligible for participation in the Program, the Referrer must be on a current Database of Loop App. Both the Referrer and the Referred must be at least 18 years of age. The referred Customer must be on a Database when the referred claims their reward. Loop App reserves the right to find ineligible any Participant in the Program at its sole discretion.
- 4. **Compensation.** Loop App shall give a Referrer, a Reward as set out in the Table 1.0, for each Successful Referral Milestone, where a successful referral is defined as a referral that becomes a successful entry on a Database, where a successful entry is set out in Table 2.0.
- 5. Rewards are **Non-Transferable**. The Rewards may not be transferred, assigned, pledged or hypothecated in any manner (whether by operation of law or otherwise) other than by will or by the applicable laws of descent and distribution, and shall not be subject to execution, attachment or similar process. Any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of Rewards or of any right or privilege conferred hereby shall be null and void.
- 6. Loop App reserves the right, at its sole discretion, to prohibit any Referrer from participating in any aspect of the Program if Loop App deems or suspects that such person has engaged in or has attempted to engage in any of the following:
 - i. acting in violation of these Program Terms and Conditions;
 - ii. damaging, tampering with or corrupting the operation of the Program or Site;
 - iii. acting with intent to annoy, harass, or abuse any other person;
 - iv. any inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behaviour or activity; or
 - v. activity deemed in the sole discretion of Loop App to be generally inconsistent with the intended operation of the Program. Loop App shall be the sole determiner in cases of suspected abuse, fraud, or breach of these Program Terms and Conditions or intent of these Program Terms and Conditions.
- 7. **Confidentiality.** During the course of this Referral Program, it may be necessary for Loop App to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Referrers in order for Referrers to seek out potential referrals. Referrers will not share any of this proprietary information at any time. Referrers also will not use any of this proprietary information for his/her personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
- 8. **Conduct.** Participants in the Program must comply with all up-to-date "SPAM" laws. Any distribution of your referral link that could constitute unsolicited commercial email or

“spam” under any applicable law or regulation is expressly prohibited and will be grounds for immediate termination of your account and exclusion from Loop App’s Referral Program.

9. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
10. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective Referrers, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
11. **Termination.** Loop App may, in its sole and absolute discretion, cancel, change, suspend, or modify any aspect of the Program or Program Terms and Conditions at any time, without notice. Loop App may, in its sole and absolute discretion, terminate or suspend any Participant’s participation in the Program for breach of these Program Terms and Conditions or taking any actions that are inconsistent with the intent of these Program Terms and Conditions.
12. **Release.** By participating in the Program, Participants release Loop App, its parent company, subsidiaries, affiliates, suppliers, advertising, and promotions agencies and their respective directors, officers, employees, and agents from any and all liability for any loss, harm, damages, cost, or expense, including, without limitation, property damages, personal injury and/or death, arising out of or in any way connected to the Program and/or the use of any Program rewards.
13. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY’S NEGLIGENCE OR BREACH.
14. **Disclaimer of Warranties.** Referrer shall refer potential clients/customers as requested by Company. REFERRER DOES NOT REPRESENT OR WARRANT THAT SUCH REFERRALS WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR

THE LIKE. REFERRER HAS NO RESPONSIBILITY TO COMPANY IF THE REFERRALS DO NOT LEAD TO COMPANY'S DESIRED RESULT(S).

15. **Disclaimer of Computer System.** Loop App disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Program, and reserve the right, in Loop App's sole discretion, to cancel, modify, or suspend the Program should a virus, bug, computer problem, unauthorized intervention, or other causes beyond Loop App's control, corrupt the administration, security, or proper play of the Program.
16. **Force Majeure.** Loop App shall not be liable to any Participant for failure to supply any Reward or any part thereof, by reason of any acts of God, any action(s) or regulation(s), order(s), or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s), or request(s) prove(s) to be invalid), equipment failure, threatened terrorist attacks, terrorist acts, air raid, blackout, earthquake, tornado, war, unusually severe weather, explosion, labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, or any other similar or dissimilar cause beyond any of the Released Parties' control.
17. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
18. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
19. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its Lawyers' fees.
20. **Limitation of liability:** Despite anything to the contrary, to the maximum extent permitted by law:
 1. our maximum aggregate Liability arising from or in connection with these Terms will be limited to, and must not exceed the aggregate amount of fees paid by you to us during the three-month period immediately preceding the event that gave rise to the Liability or \$100 if no such fees have been paid; and
 2. we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of

opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data,

3. whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
4. Despite anything to the contrary, to the maximum extent permitted by law, we will have no Liability, and you release and discharge us from all Liability, arising from or in connection with any:
 - a. event or circumstance beyond our reasonable control;
 - b. acts or omissions of you or your personnel;
 - c. any defect, error, omission, lack of functionality or suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit), inaccessibility of, interruption or outage with respect to the Program;
 - d. breach of these Terms or any law.
5. You agree that, to the maximum extent permitted by law, these Terms exclude all terms, conditions and warranties implied by statute, in fact or on any other basis, except to the extent such terms, conditions and warranties are fully expressed in these Terms.
6. This clause will survive the termination or expiry of these Terms.

21. Legal and Binding Agreement. This Agreement is legal and binding between the Parties as stated above. By participating in the Program, you agree to and are bound by the Program Terms and Conditions. If you do not wish to agree to and abide by the Program Terms and Conditions in their entirety, you are not authorized to participate in the Program. This Agreement may be entered into and is legal and binding in Australia, United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

22. Governing Law and Jurisdiction. The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by Australian law.

23. Jurisdiction

- i. Your use of our Program and these Terms are governed by the laws of Victoria. You irrevocably and unconditionally submit to the exclusive

jurisdiction of the courts operating in Victoria and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

- ii. Our Program may be accessed throughout Australia and overseas. We make no representation that our Program complies with the laws (including intellectual property laws) of any country outside Australia. If you access our Program from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Program.

Table 1.0

Successful Referral Milestone	Reward
1	14 Days Access to Loop App Premium on the Loop App Mobile Application through the Apple App Store or Google Play Store
5	1 Month Access to Loop App Premium on the Loop App Mobile Application through the Apple App Store or Google Play Store
10	3 Months Access to Loop App Premium on the Loop App Mobile Application through the Apple App Store or Google Play Store
25	6 Months Access to Loop App Premium on the Loop App Mobile Application through the Apple App Store or Google Play Store
50	12 Months Access to Loop App Premium on the Loop App Mobile Application through the Apple App Store or Google Play Store

Table 2.0

Database	Successful Entry
Email	An email address owned by the Referrer and verified through a third-party email service such as Mailchimp.
Messenger	A Messenger account owned by the Referrer and verified through a third-party Messenger service such as Manychat
Mobile Number	A mobile number owned by the Referrer and verified through a third-party messaging service such as Twilio.