

Domain Money

Referral Program Solicitation Agreement (“Referral Program Agreement”) (“Terms and Conditions”)

Domain Money’s Client Referral Program (“Referral Program”) provides you, as a Domain Money customer, with the opportunity to receive rewards for inviting others to sign up for a Domain Money account. You can participate by entering your friends’ or family’s information at <https://dmnmny.co/share> (“Referral Link”). Please only submit information of people you know personally and who have agreed to be referred to Domain Money.

This is a legally binding agreement. Please review these Terms and Conditions carefully. By joining the Referral Program and using links to the Domain Money website and Domain Money Application (the “Domain Money App”), you are confirming that you have read and agree to be bound by these Terms and Conditions, including any updates or revisions posted here or otherwise communicated to you. If you do not agree with any of the terms or conditions set forth herein, do not join or access or use the Domain Money referral program or Domain Money website or Domain Money App.

Referrals made under the Referral Program are only valid (“Eligible Referrals”) when (1) a person referred by you purchases one of Domain Money’s flat-fee financial plans and pays for it in full (“Qualified Referral”); (2) you have a Domain Money account and have successfully completed identity verification; and (3) your account remains in good standing. Eligible Referrals may only be recorded by using the Referral Link. Domain Money is not responsible for incorrect entry or other failure of your invitees to meet requirements of a Qualified Referral.

For each Eligible Referral of a Qualified Referral up to two (2) Eligible Referrals in any 12 months period, we will deposit \$500 (“Referral Reward”) to your Domain Money cash account no more than sixty (60) days after the above conditions are met. Domain Money is not responsible for any failure to meet the requirements set forth in these Terms and Conditions.

The Referral Program is available to U.S. residents only. It is not valid with any other offers and is non-transferrable. Domain Money reserves the right to terminate the Referral Program at any time for any reason, to limit or restrict withdrawals of any Referral Rewards, and to recover any fees or Referral Rewards if Domain Money determines that the Referral Program was executed under wrongful or fraudulent circumstances, that inaccurate or incomplete information was provided in opening the account, that any rules or regulations would be violated, or that any terms of this or the Account Management Agreement have been violated. Domain Money reserves the right to prohibit or restrict eligibility for the Referral Program for any reason that it deems reasonable.

In connection with referring others to open a Domain Money account, you agree that:

1. You will follow all instructions you receive from Domain Money;
2. You will only enter the information of your friends, family and people you know, and you will invite people who have agreed for you to enter their information;
3. If you provide information about Domain Money to your invitee, you will limit that to the information on the Domain Money App or Domain Money Website and content;
4. You will not give your invitee investment advice or recommendations regarding their investment needs;
5. You will only participate in the Referral Program in accordance with the terms of this Referral Program Agreement and the following provisions of the Investment Advisers Act of 1940, as amended, and its rules ("Advisers Act"). You represent that: (1) you are not an "ineligible person" who is subject to a disqualifying Commission action or any disqualifying event, as described in Rule 206(4)-1 of the Advisers Act; (2) you are not currently the subject of any investigation or proceeding which could result in statutory disqualification as an ineligible person as described in Rule 206(4)-1 of the Advisers Act; and (3) you do not have a "place of business" at which you regularly provide investment advisory services, solicit, meet with, or otherwise communicate with clients, or any other location that is held out to the general public as a location at which you provide investment advisory services, solicit, meet with, or otherwise communicate with clients in any U.S. If you cannot accurately make the preceding representations, you may not participate in the Referral Program. If you are currently participating in the Referral Program and the preceding representations become inaccurate, you agree to immediately inform Domain Money at support@domainmoney.com; and,
6. You will not, without our prior written consent, (i) generate messages or content ("Electronic Messages") using or containing our name or logo, or any variation thereof, or any of our trademarks or services, (ii) send any Electronic Messages that in any way suggests or implies or misleads or is likely to mislead (including without limitation, via the return address, subject heading, header information or message contents) a recipient into believing that we or any related entity was the sender or sponsor of such email or procured or induced you to send such email, (iii) forward, redistribute, or otherwise repurpose any Electronic Messages that we send our customers or members of the Domain Money Referral Program, and (iv) generate or send any unsolicited email (spam) under these Terms and Conditions or any email in violation of the Personal Information Protection and Electronic Documents Act (PIPEDA) or Fighting Internet and Wireless Spam Act (FISA) (including any amendments or successor laws) or any other applicable federal or provincial laws or regulations.

If you fail to comply with any of the restrictions in this Referral Program Agreement, at our sole discretion you, forfeit any payments otherwise earned by you during such time that you are not in compliance.

For purposes of these Terms and Conditions, “Domain Money Content” means any and all trademarks, service marks, trade names, logos, banners, buttons, digital images, graphics, text and other content and material which we may, in our sole discretion, make available to you in connection with the Referral Program from time to time.

You acknowledge and agree that we retain all rights, title and interest in and to all property rights embodied in or associated with the Domain Money Content. You represent, warrant, covenant and agree that you will not, and will not assist any third party to, now or in the future, (i) take any action challenging or otherwise inconsistent with our ownership of, or other right in, the Domain Money Content, or (ii) register or attempt to register any trademark, service mark, logo, trade name, domain name, or similar business identifier, that contains any name, trademark, service mark, logo, trade name or other content or material owned or controlled by us or any derivation, including misspellings, thereof. All goodwill and benefits accruing from the use of the Domain Money Content will automatically vest in us. You agree to cooperate with us and to take any additional actions reasonably requested by us to effect, perfect or confirm our rights, title and interest in the Domain Money Content.

Violation of any of the terms, conditions or prohibitions contained in these Terms and Conditions may result in, among other things, the immediate termination of your participation in the Referral Program and the commencement of an action by Domain Money against you seeking, without limitation, injunctive relief, and the recovery of actual, statutory and punitive damages.

You, at your own cost and expense, will indemnify, defend and hold harmless, Domain Money and its parents, subsidiaries and company affiliates, and each of their respective directors, officers, employees, agents, successors and assigns against any claim, suit, action, judgment, liability, loss, cost, expenses and other damages (even if such claims are groundless, fraudulent or false), including reasonable attorney's fees, based upon or in connection with (i) any breach or alleged breach of your representations, warranties, covenants agreements, or obligations hereunder, (ii) your referrals or related business, or any content, technology or other materials displayed or contained thereon, including but not limited to with respect to claims of misappropriation or infringement, (iii) your failure or alleged failure to comply with any applicable law, rule or regulation, (vi) claims for unsolicited email, spamming or violation of the Personal Information Protection and Electronic Documents Act (PIPEDA) or Fighting Internet and Wireless Spam Act (FISA), (vii) your misuse, unauthorized modification or unauthorized use of the services or materials provided by us hereunder, or (viii) any actual or alleged wrongful or negligent act or omission by you.

We reserve the right to modify these Terms and Conditions, at any time in our sole discretion, by posting a change of notice or updated terms on the Domain Money website and/or Domain Money App. If any modification is unacceptable to you, you agree that your sole recourse is to terminate your participation in the Referral Program. Your continued use of the Domain Money

content and participation in the Referral Program following any modification of these Terms and Conditions shall constitute conclusive and binding acceptance to any modification or new terms.

We make no warranties, representations, or guarantees, with regard to the products or services offered through the Domain Money website and/or Domain Money App, the operation and maintenance of the Domain Money website, Domain Money App or the Referral Program, whether express or implied, arising by law or otherwise, including without limitation any implied warranty of merchantability, fitness for a particular purpose, or non-infringement or any implied warranty arising from course of performance, course of dealing, or usage of trade. Without limiting the generality of the foregoing, we make no representation that the operation of the Domain Money website and/or Domain Money App will be uninterrupted or error-free.

Domain will not have any liability (whether in contract, warranty, tort (including, but not limited to, negligence), product liability or other theory) for any indirect, incidental, special, punitive, or consequential damages, even if we were advised of the possibility of such damages, or for any loss of revenue, data or profits arising under or with respect to these Terms and Conditions or the Referral Program. Further, our aggregate liability arising under or with respect to these Terms and Conditions or the Referral Program will in no event exceed the total Referral Reward(s) paid or payable by us to you under these Terms and Conditions during the preceding twelve (12) month period prior to the date such liability arose. All claims made hereunder by you against Domain shall be made within 120 days of the act or omission that forms the basis of such claims.

Domain Money and you are each independent contractors and nothing in these Terms and Conditions or in any Domain Money documents or content is intended to or will create any form of partnership, joint venture, agency, franchise, sales representative, or employment relationship.

These Terms will be governed by and construed in accordance with the substantive laws of the State of New York, excluding its conflict of laws principles. Any lawsuit relating to these Terms must be brought in the federal or state courts located in New York, New York.

You agree that you will not issue any press release or make any other similar public announcement that in any way makes any reference to us without our prior written consent, which consent may be withheld in our sole discretion.

Domain's performance under these Terms and Conditions shall be excused to the extent that such performance is hindered, delayed or made commercially impractical by causes beyond our reasonable control.

You may not assign these Terms and Conditions, your Domain Money account or any of your rights or delegate any of your obligations under these Terms and Conditions, by operation of law or otherwise, without our prior written consent, and any such attempted assignment shall be void.

Subject to such restriction, these Terms and Conditions will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns.

Domain's failure to enforce strict performance of any provision of these Terms and Conditions will not constitute a waiver of its right to subsequently enforce such provision or any other provision of these Terms.

These Terms and Conditions represent the complete agreement and understanding between Domain and you and supersedes any other oral or written communications or understandings between Domain and you regarding the subject matter hereof.