

## Domain Money Referral Terms and Conditions

This Domain Money Referral Program Terms and Conditions (“**Terms**”) is a legal contract between you and Domain Money that applies to your participation in the Domain Money Referral Program (“**Referral Program**” or “**Program**”). In this Agreement, “**Domain Money**,” “**we**” or “**us**” means Domain Money, Inc.

You may participate in the Program either by:

1. Generating a unique referral link (“**Link**”) in which case the term “**you**” shall mean you are acting as a “**Referrer**” under these Terms; or
2. Using a Referrer’s (“**Link**”), in which case the term “**you**” shall mean you are acting as the “**Referee**” under these terms

Whether you are Referrer or a Referee, by taking either action you are indicating that you accept these Terms in full. If you are participating or registering on behalf of a business, then the term “**you**” means such business, and you represent and warrant that you have authority to bind that business to these Terms

Your participation in this Referral Program is expressly conditioned upon your acceptance of and compliance with these Terms and your participation in the Referral Program indicates your acceptance of these Terms. These Terms are subject to change at Domain Money’s sole discretion and without notice to you.

### 1. Program Overview

Under the Program, we offer Referrers the opportunity to generate a “**Link**” that can be shared with potential Referees whom you think Domain Money’s financial plans might be of interest. Referrers get compensated for qualified events (“**Referrals**”) as detailed in Section 5.

### 2. Performance

You will be solely responsible for determining if you are eligible to participate in this Referral Program and the manner your **Link** is shared and used. All Program-related activities must be performed in accordance with these Terms. Except as expressly set forth in this Agreement, including the Participation Terms, Domain Money will not control the manner or prescribe the method you use to conduct Program related activities.

These Terms authorize you to conduct Program-related activities consistent with the Terms, but it does not obligate you to conduct any Program related activities or other activities should you choose not to. You will only be paid for eligible Referrals under these Terms.

You will be solely responsible for all costs and expenses related to your Program-related activities and all taxes that may be incurred in connection with your conduct of Program-related activities.

### **3. Registration**

As a Referrer, you agree to provide accurate, complete, and up-to-date information when registering for the Program and to maintain and update this information in your Program account once registered for the Program. Domain Money reserves the right to decline your application of registration for any reason. Further, by registering as a Participant, you are responsible for all activity that occurs under your Program account. Unless otherwise permitted by Domain Money, you may only possess one Program account and may not register for a separate Program account if Domain Money canceled a prior Program account that you registered for or used in the past.

As a condition for payment, you must also register and satisfy the registration and identity verification requirements required by Stripe, the payment provider selected by Domain Money to facilitate payouts, in order to enable your Stripe Connect account.

Domain Money, Inc employees or independent contractors who have entered into an agreement outside of these Terms with Domain Money Inc.—or any of its subsidiaries—are ineligible unless Domain Money provided you with an explicit written exception.

### **4. Participation Requirements**

**4.1** Participation in the Program, including your conduct of Program-related activities, means that you are subject to the most current version of the Terms, guidelines, schedules and other rules available on the Domain Money website, as each may be updated or supplemented by Domain Money from time to time (each of which are incorporated herein by reference and collectively referred to as, the “**Participation Terms**”). You agree to comply with all applicable laws in connection with the Terms, and you otherwise agree to comply with all of the terms of these Terms, including the Participation Terms. If you are a business, you will ensure that your employees, personnel, contractors and agents comply with these Terms, including the Participation Terms, and you will be responsible for their conduct in connection with these Terms.

**4.2** You will only participate in the Referral Program in accordance with these Terms (including the Participation Terms) and, as applicable, the provisions of the Investment Advisers Act of 1940, as amended, and its rules (“Advisers Act”). For purposes of the Advisers Act, these Terms constitute a written agreement under Rule 206(4)-1 (the “Marketing Rule”) of the Advisers Act and a referral would be considered a testimonial and or a solicitation under the Marketing Rule.

Therefore, you represent that: (1) you are not an “ineligible person” who is subject to a disqualifying Commission action or any disqualifying event; (2) you are not currently the subject of any investigation or proceeding which could result in statutory disqualification as an ineligible person; 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 the U.S. The Program is not eligible for any person outside of the U.S.

Furthermore, as you may be deemed a promoter, you must determine whether you are subject to statutory or regulatory requirements under Federal law, including the requirement to register as an investment adviser or investment adviser representative pursuant to the Advisers Act and/or as a broker-dealer pursuant to section 15(a) of the Securities and Exchange Act of 1934, respectively. A promoter also must determine whether it is subject to certain state law and certain FINRA rules, including any applicable state licensing requirements applicable to individuals. 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](mailto:support@domainmoney.com) and cease sharing your Link in case you become ineligible to participate.

**4.3** Should you refer more than one person in a 12 month period and receive more than \$1,000 in compensation for that period, you will become subject to additional SEC compliance requirements and no longer qualify for the de minimis exemption. These requirements specify that you must sign a written agreement disclosing the compensation and the terms of the referral process in order to participate in this promotion. Non-compliance by the Referrer with any term, including the additional SEC compliance requirements in Section 4.3, will also render the Referee ineligible for the \$500 discount.

## 5. Referral Payout and Referee Discount

Eligibility for payment under the Program is strictly conditioned upon a new Domain Money client, the Referral, successfully using the Link you provided to them at the specific time of booking their first consultation and pays for a qualifying financial plan from Domain Money in full. Alternatively, the Referral remains eligible if they provide the email address of the Referrer during the first consultation. The new Domain Money client should not be yourself, your spouse or anyone else that might include you and or your finance in any plan they purchase.

If you do not comply with any of the Terms, including performing according to all Participation Terms, you agree you will not be eligible to receive any payment that otherwise would have been payable to you under the Terms, and Domain Money may withhold payment of such fees. Further, Domain Money reserves the right and sole discretion to decline payment where it is unable to verify the legitimacy of a Referral, specifically if the referral source was not captured during the initial consultation.

Where you are eligible to receive fees, and on the condition that you have satisfied all the registration requirements from Section 3, Domain Money will make payment to you within fourteen (14) days. You agree that payment may be made to you via Stripe Connect or any other service provider designated by Domain Money. Payment is contingent on your ability to pass identity and bank verification. Domain Money shall have no liability for any fees or payment owed to you by Stripe or any other service provider. You acknowledge and agree that any fees paid pursuant to these Terms are based on your Referrals, and are not related to time worked.

The payout amount for each Referral is \$1,000 based for each new client that makes a deposit and uses your referral code.

The discount the Referee will be eligible for is \$500.

To get the full discount as a Referee, you will need to complete the initial consultation, pay a prorated deposit and then pay the prorated additional payment(s). The discount has no cash value and cannot be exchanged, transferred, or otherwise redeemed for anything but a discount on the full price of the plan you've selected. No other discount or promotional rates apply, and only the listed plans above are eligible for discount.

Referrals must be made in good faith to individuals with whom the Referrer has a pre-existing personal or professional relationship. Referrals generated through bulk distribution, automated posting, scraping, or public promotion intended primarily to capture referral compensation are not eligible.

## **6. Administration**

Changes to Terms: Domain Money expressly reserves the right to administer, amend, change, suspend or terminate the Referral Program and/or these Terms and Conditions at any time and in its sole discretion without prior notice to or consent from you or any other third party. Any such changes or amendments shall apply retroactively to all participants, including to any links or referral codes created or issued prior to the date of the change. All decisions regarding eligibility, these Terms and Conditions or other matters relating to the Referral Program will be resolved solely at Domain Money's discretion and its decisions on any such matters will be final and binding. Your continued participation in the Program following the posting of any changes indicates your acceptance of those changes as they apply to all past and future Program activity.

## **7. Release and Waiver of Liability**

By participating in the Referral Program, you agree to release, defend, indemnify and hold harmless Domain Money and its affiliates, directors, officers, employees, representatives, service providers, and agents from and against any and all liability, claims, or actions of any kind whatsoever (however named or described) arising in connection with your participation in the Referral Program and your receipt and use of any Referral Bonus or Bonus Incentive. Domain Money expressly disclaims any responsibility or liability for injury or loss to any person in connection with the Referral Program.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER DOMAIN MONEY NOR ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SERVICE PROVIDERS, AND/OR AGENTS (THE "DOMAIN MONEY PARTIES") ARE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ECONOMIC, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE REFERRAL PROGRAM, EVEN IF FORESEEABLE OR EVEN IF THE DOMAIN MONEY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **8. Governing Law, Mandatory Venue, and Waiver of Right to Jury Trial.**

All disputes, issues and questions based upon, arising out of, or in any way related to these Terms and Conditions, the Referral Program, or the rights and obligations of participants to the Referral Program will be exclusively governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other

laws. The sole and exclusive venue for resolving any and all disputes, issues, and questions based upon, arising out of, or in any way related to these Terms and Conditions, the Referral Program, or the rights and obligations of participants to the Referral Program shall exclusively be the state and federal courts sitting in Wilmington, Delaware, to the express exclusion of any other location. Each person or entity participating in the Referral Program or claiming any rights or cause of action of any kind based upon, arising out of, or in any way related to the Referral Program or these Terms and Conditions consents to, and irrevocably waives any challenge to, the personal jurisdiction of the state and federal courts sitting in Wilmington, Delaware, and irrevocably waives any challenge to such courts based on a claim that they are not convenient for any reason. EACH PERSON OR ENTITY PARTICIPATING IN THE REFERRAL PROGRAM OR CLAIMING ANY RIGHTS OR CAUSE OF ACTION OF ANY KIND BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO THE REFERRAL PROGRAM OR THESE TERMS AND CONDITIONS AGREES TO, AND HEREBY DOES, IRREVOCABLY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO THESE TERMS AND CONDITIONS, THE REFERRAL PROGRAM, OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS TO THE REFERRAL PROGRAM.

#### **9. Waiver of Class Actions and Other Representative Actions.**

EACH PERSON OR ENTITY PARTICIPATING IN THE REFERRAL PROGRAM OR CLAIMING ANY RIGHTS OR CAUSE OF ACTION OF ANY KIND BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO THE REFERRAL PROGRAM OR THESE TERMS AND CONDITIONS WAIVES ANY RIGHT TO RESOLVE ANY SUCH CLAIM OR CAUSE OF ACTION ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL CLAIMS AND CAUSES OF ACTION BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO THESE TERMS AND CONDITIONS, THE REFERRAL PROGRAM, OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS TO THE REFERRAL PROGRAM MUST AND SHALL BE LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, IN A PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH A PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. ANY CLAIMS OF MORE THAN ONE PERSON OR ENTITY CANNOT BE LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER PERSON OR ENTITY.

#### **10. Miscellaneous.**

These Terms and Conditions constitute the sole and entire agreement between you and Domain Money with respect to the subject matter contained herein and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or

provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision herein or invalidate or render unenforceable such term or provision in any other jurisdiction. These Terms and Conditions are subject to change in Domain Money's sole discretion. Nothing in these Terms and Conditions creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between you and Domain Money. You do not have any express or implied right or authority to assume or create any obligations on behalf of or in the name of Domain Money or to bind Domain Money to any contract, agreement, or undertaking whatsoever.