

Packsmith Referral Program Terms and Conditions

Last updated: September 1, 2024

These Passerine Technology, Inc. (“Packsmith”) Referral Program Terms and Conditions (“Terms”) are in addition to and supplement the Packsmith [Terms of Service](#). The referral program described below (the “Packsmith Referral Program”) constitutes an Offering as defined in the Packsmith [Terms of Service](#), and by participating in the Packsmith Referral Program, you agree to both the Packsmith Terms of Service and these Referral Program Terms and Conditions. To the extent Packsmith’s [Terms of Service](#) are inconsistent with these Terms, these Terms will control with respect to the Packsmith Referral Program only.

Program

- For every new Packsmith Merchant (“Merchant”) you refer who registers with and is approved by Packsmith, and completes an initial inventory shipment to Packsmith, you will receive \$550* in compensation (local currency), subject to these Terms and Conditions.
**Local currency of Merchant operations location (i.e., \$550 USD if located in the United States; \$550 AUD if located in Australia). If Merchant operates in both locations, compensation will be provided in USD.*
- The referred Merchant will receive special introductory pricing at \$1.00** off per order fulfillment, up to \$500** off total over the first three months, and free inventory storage for the first three months.
***Local currency of Merchant operations location (i.e., up to \$500 USD if located in the United States; up to \$500 AUD if located in Australia). If Merchant operates in multiple locations, special pricing amount will apply in currency of location where Merchant orders are fulfilled. Discount will be provided at the end of the third month, and will be applied as a credit to Merchant’s invoice.*
- This Referral Program is valid through October 31, 2024.***

Conditions

For you to receive a Packsmith referral payment for inviting a new Packsmith Merchant customer:

1. You must be a legal resident of the United States (US) or Australia (AUS);
2. You must be 18 years of age or older at the time of participation;
3. You must have a valid US or AUS bank account;
4. The Merchant you refer must click on your unique Packsmith Referral Program link; complete the Packsmith registration process, including signing a Packsmith Merchant contract (“Packsmith Services Agreement”), and be approved to use the Packsmith platform. Packsmith will determine in our sole discretion whether your unique referral link was used to create the new Merchant account.
5. If multiple individuals refer the same new Merchant, only the first individual referrer, as determined by Packsmith, will receive the referral payment.

6. The referred Merchant who registers the new account must be a new Packsmith Merchant and not an existing or returning customer of Packsmith. We will determine in our sole discretion whether the Merchant is a new customer;
7. The referred Merchant must initiate an initial inventory shipment to Packsmith within 60 days of completing the Packsmith registration process (including signing a Packsmith Merchant contract); and
8. The referred Merchant must not cancel its Packsmith Merchant contract or initial inventory shipment, and remain active and in good standing with Packsmith.

If Packsmith determines, in its sole discretion, you have met the Packsmith Referral Program Terms and Conditions for referring a new Merchant, the Packsmith Team will contact you with additional details on how to receive your payment.

You are responsible for any and all tax liability resulting from receiving any referral payment(s) under the Packsmith Referral Program.

Participation in the Packsmith Referral Program may require you to submit personal information about you and the Merchants you refer, such as name and email address. You agree to receive communications from Packsmith with regard to your participation in the Packsmith Referral Program, and to allow us to communicate with referred Merchant customers about your participation (for example, by disclosing to them that an invitation was sent by you). By providing Packsmith with the contact information for your referred Merchant, you represent that you have the consent of that Merchant for you to provide that information to Packsmith, and for Packsmith to contact that Merchant with an invitation to become a Packsmith Merchant. Any information collected from you or your referred Merchant(s) as part of the Packsmith Referral Program will be subject to Packsmith's [Privacy Policy](#).

We may terminate your eligibility to earn referral payments, or terminate your Packsmith account, or the accounts of Packsmith Merchants you refer, if you or they take any of the following actions:

1. Open multiple accounts, including with different email addresses, for the same person or Merchant in order to generate additional referral payments;
2. Refer Merchant customers using spam or unsolicited emails;
3. Use false names, impersonate other people, or otherwise provide false or misleading information to us;
4. Use false statements or unauthorized representations when describing Packsmith's services to prospective Merchant customers;
5. Offer any incentive to others to register new Merchant accounts;
6. Violate these terms or any other of Packsmith's terms and conditions in any way; or
7. Participate in the Packsmith Referral Program if doing so would be prohibited by any applicable laws or regulations.

***We reserve the right in our sole discretion at any time and without prior notice to you to add to, remove, or otherwise change these Terms, including, without limitation, by changing the

amount of the referral payment, modifying how you may earn a referral payment, changing the maximum amount of referral payments that you may earn, and discontinuing the Packsmith Referral Program entirely. Any changes or modifications to these Terms will be effective after the Terms have been modified. Any referral that you have made prior to the date of any such change or modification will continue to be governed by the version of these Terms which applied as of the date on which the referral was made (being the date on which the referred Merchant completed the steps in Condition 4 above).

Participation in the Packsmith Referral Program will not, for any purpose, deem you to be an agent, franchisor, franchise, employee, representative, owner, or partner of Packsmith. You will not have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of Packsmith, whether express or implied, or to bind Packsmith in any respect whatsoever. You acknowledge and agree that your relationship to Packsmith is only as an independent contractor, and as an independent contractor, you are not eligible to participate in any benefits program or employee welfare benefit plan that Packsmith may offer its employees.

Any disputes arising from or in connection with these Terms and Conditions or the Packsmith Referral Program will be resolved in accordance with the dispute resolution process specified in Packsmith's [Terms of Service](#).

Participation in the Packsmith Referral Program constitutes your full and unconditional agreement to these Terms and Conditions. By participating in the Program, you confirm you have read, understood, and agreed to these Terms.

We will post an updated version of these terms on the Packsmith.io website, and you will be deemed to have accepted such changes by continuing to use the Packsmith.io website or participating in the Packsmith Referral Program after the date such changes are posted.