

Refer-a-Friend Rules

(Update February 28, 2024)

These WESAVE Refer-A-Friend Rules (the “Terms”) shall set forth the rules of the WeSave, Inc. (“WESAVE”, “Company”, “we”, “us” or “our”) Refer-A-Friend Program we offer as a reward opportunity for our Members who are interested in qualifying for residual shopping rewards by referring friends and family to shop through www.wesave.com. These Terms govern the participation by Members who refer their friends and family to become Members in WESAVE. Any capitalized term not defined herein shall have the meaning ascribed to it by the applicable terms of the WeSave Membership Agreement.

1. General

This Refer-A-Friend Program is only open to active WeSave Members. These Terms are in addition to any agreements between you and Company, including our [Membership Terms](#), [Site Terms of Use](#) and [Privacy Policy](#) are hereby incorporated by reference, and shall apply to your participation in the Refer-A-Friend Program.

2. Qualified Referrals

A “Qualified Referral” is a individual who must:

- Be a natural person (i.e., no businesses entities, or pets) residing in and located in the 50 United States, or the District of Columbia
- Register as a new Member to www.wesave.com under a referring Members unique WESAVE ID Referral Link or other method supplied by Company that allows for proper tracking of referrals
- Make one or more qualified purchase(s) through www.wesave.com or at participating WeSave brick ‘n’ mortar merchants (each a “Qualified Purchase Transaction”).

3. Refer-A-Friend Program Rewards

3.1. Direct Referrals. Members qualify for a **100-basis points (\$1% of the sale)** as a Refer-A-Friend reward for every new registered Member they directly refer when such referred Member makes Qualified Purchase Transactions for as long as both parties remain active Members.

3.2. Indirect Referrals. When a Premier Members’ Direct Referral refers a new Member who makes a Qualified Purchase Transaction, then the original Premier Member will be eligible to receive a **20-basis points (\$.02% of the sale)** override bonus called the “Premier Referral Bonus” reward on the Distributable Amount*** earned from the new (indirect) Member’s Qualified Purchase Transactions.

3.3. Referral Compensation Threshold. Refers to an amount of money collected in an omnibus account from Member purchases that are credited to a specific Member’s Account as referral compensation. When the sum of money reaches \$25 (the threshold), then the Member can transfer (ACH) his/her money to their depository account on record with the Company or as otherwise allowed by the Company.

*“Qualified Purchase Transaction” refers to a purchase transaction completed by a Member of goods and services sold by a Merchant in the Network whereby a Coalition Marketing Fee (“CMF”)** is collected by the Company. A Qualified Purchase Transaction is tracked, and the collected CMFs are apportioned, and distributed to applicable participants through a Revenue Distribution Engine (“RDE”) in accordance with Company’s business model. Qualified Purchase Transactions always generate a Distributable Amount. Not all products from a WeSave Merchant may qualify for either Cashback Rewards and/or Refer-a-Friend rewards, other restrictions may apply.

**Coalition Marketing Fees (“CMFs”) are a percentage of the retail transaction amount collected by WESAVE from participating Merchants when a Qualified Purchase Transaction is made by a Member. CMFs are pre-determined with each Merchant upon enrollment in the Network. CMFs are subtracted from the retail sales price (up to 10%) and calculated, tracked, distributed, and reported through a Revenue Distribution Engine (“RDE”) to applicable participants (referred to as the “Distributable Amount”) in accordance with WESAVE’s partnership business model and any corresponding terms and conditions.

***Distributable Amount is a percentage of CMFs distributed through the RDE to applicable participants in the Network who are connected to the Qualified Purchase Transaction such as, but not limited to the Merchant Acquirer, the Member Enroller, the Member (as a Cashback Reward), Service Providers, the Community Contribution Pool, etc. in accordance with the Company’s business model.

4. Premier Member Merchant Referrals

As a Premier Member, you may refer merchants to join WeSave's coalition of online vendors. You must provide us with the merchant's legal company name and address and the owner/manager/decision maker's name, phone number and email address. We will forward this information to the independent Loyalty Program Operator (LPO) managing your account activity, who will first determine if the merchant is eligible (e.g. not offering or selling restricted products), and who will then follow up on your prospect and attempt to register and submit their application for approval.

Under this Agreement and Addendum, you agree and represent that you have a relationship with any merchant you refer to us and that the managing LPO or its agent may use your name when calling the merchant to make an introductory appointment. This process may take a few days and there is no guarantee that the merchant prospect will agree to an appointment or that their application will be approved.

Part of the application process is directed to a third-party merchant service provider that processes online transactions for our merchants by establishing a new and separate merchant account. They provide the final approval along with Banking as a Service (BaaS) solutions that expedite and settle purchase transactions, so the merchant's funds are reconciled and made available to them quickly.

Once the referred merchant is approved, it will be linked to your Referral ID number, and we will track all sales made by that merchant to our members and you will earn a direct referral reward of **20-basis points (\$0.02% of the sale)** on each Qualified Purchase Transaction made at that merchant for as long as you remain a Premier Member in good standing.

5. Representations

By participating in the Refer-A-Friend Program, (i) as a Member, you represent that you have a personal relationship with your referral(s) or otherwise have the necessary consents to submit their personal information (e.g., their name and email address) to the Company through our Refer-A-Friend Program; and (ii) as a WESAVE Member, you will comply with all applicable Company policies, and all applicable laws and regulations in your participation in the Refer-A-Friend Program.

6. Restrictions

The following is a non-exhaustive list of activities that are not permitted and that will disqualify Members from earning residual income through the Refer-A-Friend Program: (i) self-referrals; (ii) making purchases on behalf of another Member or under a WESAVE account that is not yours; (iii) creating fake accounts, blogs, web pages, profiles, website, links or messages; (iv) any bulk email distribution, submission or distribution to strangers, or any other promotion that would constitute or appear to constitute unsolicited commercial email or "spam"; (v) posting your referral link on any page that is not owned and controlled by you, including, but not limited to, any merchant, Facebook, or forum page; (vi) bidding on any keywords containing "WeSave" or common misspellings thereof, including, but not limited to, www.wesave.com; (vii) placement of our logos or mention of our trademarks or tradenames in any ad text, extensions or banner ads; (viii) paid advertising for the purpose of generating traffic directly to your referral link; (ix) misleading or attempting to mislead anyone in connection with the Refer-A-Friend Program, including, but not limited to, misrepresenting your relationship with us or posing as our representative in an official capacity; (x) accessing the Refer-A-Friend Program other than with a commercial browser (such as Microsoft Edge, Mozilla Firefox or Google Chrome) or mobile applications developed and operated by us; and (xi) taking any action or making any content that is disparaging or defamatory to us. Multiple accounts created with the same name, address, email address or other identifying feature may be flagged as fraudulent referrals.

7. Reservation of Rights

We reserve the right to withhold, deny or cancel any Refer-A-Friend Program Rewards and/or suspend or terminate your account if Company, in its sole discretion, deems any of your activity in the Refer-A-Friend Program as fraudulent, abusive, unethical, suspicious, or otherwise inconsistent with these Refer-A-Friend Rules, our [Privacy](#) and other [Program Policies](#) or any other applicable law or regulation.

Under our Refer-a-Friend Program, referrals are credited to whoever registers them first under their proper WESAVE ID Referral Link. Member registrations are automatically approved *provided that* a potential Member has not previously registered for a Membership using the same login Credentials. If a referral of a potential Member is disputed among one or

more referring Members, then the Company alone shall determine which party will be credited with the Member referral without incurring any liability to the non-selected party.

8. Modification, Termination, and Interpretation

We reserve the right to suspend or terminate the Refer-A-Friend Program or to change these Refer-A-Friend Program Rules at any time and for any reason in our sole discretion, with or without notice to you and will subsequently be incorporated herein by reference. All interpretations of these Refer-A-Friend Rules will be at the Company's sole discretion.