A Referral Program Terms and Conditions
Last update - February 11, 2021

You have the opportunity to earn rewards by referring friends to register to the Akronite App ("Akronite") and successfully link their credit card to Akronite. Your participation in this Referral Program ("Referral Program") can earn you Blimps to use in conjunction with Akronite and is subject to the Akronite Member Terms of Use ("TOU").

These terms ("Referral Terms") apply to a User's participation in the Referral Program. By participating in the Referral Program, Users agree to use the Referral Program as outlined herein, and consistent with the TOU [link], which are hereby incorporated to these Referral Terms. **If you do not agree to these Referral Terms in their entirety, then you cannot participate in the Referral Program. Users also cannot participate in the Referral Program where in so doing, they would violate any applicable law or regulations.**

The City of Akron, Ohio (the "City") reserves the right to terminate or change the Referral Program at any time for any reason, without advance notice, to the fullest extent permitted by law, including the methods through which Blimps are earned or the amount Blimps credited. The City reserves the right to disqualify any User at any time from participation in the Referral Program if that User does not comply with all of these Referral Terms. The total number of Blimps to be distributed in the Referral Program is limited to the funds dedicated by the City to the Referral Program. Should Blimp distribution under the Referral Program reach that limit, the Referral Program will automatically be deemed terminated whether or not the Referral Program is still showing as available on Akronite. The City, in its sole and absolute discretion, may determine to provide Credits to any Referrer or Referred User that registers for the Referral Program following automatic termination due to reaching the Credit limit,

Any changes to the Referral Program will be published in the Referral Program Terms and Conditions in Akronite, and will become effective as of the date of their publication. Credits shall be given under the terms that were valid at the time the Referred User (as defined below) linked their debit or credit card to Akronite.

Eligibility

This Referral Program is void where such referral programs are prohibited. Users who refer others to Akronite are "Referrers" and those who are referred are "Referred Users." Referrers may be eligible to receive Blimps for every qualified referral. Referrers must (1) be eligible to use Akronite and participate in the Reward Program; (2) have an existing, valid Akronite User Account, and (3) otherwise be in good standing in connection with Akronite and the Referral Program.

How It Works

To participate, click on the "invite a friend" icon or banner in Akronite and follow the on-screen instructions to start referring. You will be provided a personal link and a referral code ("Personal Link/Code") that you can share with your friends and colleagues. If a person you referred uses your Personal Link/Code to register to Akronite and links their credit card successfully to Akronite each of you will receive a credit to your User Account. Also, in order for you to be eligible to receive Credit for it, a referral must be in compliance with all the terms of the Referral Program ("Qualified Referral").

Blimps may only be used in accordance with the TOU, and may never be redeemed for cash.

Qualified Referrals

Upon signing up for the Referral Program, Referrers will be provided with their Personal Link/Code that allows Referred Users to receive Credit. No purchase is required for participation in the Referral Program. Once a Qualified Referral has occurred, the Referrer will be notified by a push notification (if enabled by the Referrer) and/or an in-app notification. - **Referrers must not engage in illegal activity (including, but not limited to violations of the Telephone Consumer Protection Act of 1991, as amended), spamming or other unfair or otherwise problematic practices, including creating fake accounts or harassing potential referral sources.**

For a referral to be considered a Qualified Referral, the following conditions must be met:

1. The Referred User must use the Personal Link/Code from a Referrer in good standing with City.
2. The Referred User must either: (i) register to the App using Referrer's Personal Link/Code, AND successfully link a debit or credit card to the App; or (ii) register to Akronite AND provide Referrer's Personal Code under the "Me" tab <u>before</u> going through the process of linking a debit or credit card to the App, and, finally, successfully link their credit card to the App.
3. Note that if the Referred User has linked their credit card without prior registration to Akronite through a Personal Link or without providing a Personal Code prior to completing the credit card linking process, the registration and card linking will not count as a Qualified Referral and Credit will not be provided to the Referrer and the Referee.
4. If a Referred User receives more than one Personal Link/Code, City will provide the Credit to the person whose Personal Link/Code is used to complete the Akronite registration and card linking process for the first time.
5. **The Referred User must not be registered with Akronite and not have previously registered with Akronite under any email address or phone number for at least 12 months;**
6. The Referred User must register for Akronite using a valid and current email address and mobile phone number that has not been used to register for Akronite within the last 12 months.
7. The Referred User must be eligible to create an Akronite Account; City reserves the right to decline registration of Referred User, and in such a case Credit will not be awarded to either the Referred User or the Referee.

How Credits Work

Credits are subject to verification and will generally be awarded automatically upon verification. City may withhold a Credit if it reasonably believes additional verification is required. City may also withhold or invalidate any potential credit it deems fraudulent, suspicious, or in violation of these Referral Terms.

Referrer's Code of Conduct

Referrers agree that they will not violate any of these Terms, or otherwise engage in activity that could be considered harassment toward others. Users agree not to use the Referral Program to:

- Spam or otherwise create bulk distributions of the Personal Link/Code that is inappropriate
- Collect or attempt to collect personal data about Users or potential Referred Users
- Engage in any actions that are designed to disrupt or undermine the Program
- Violate any federal, state or local laws, rules or regulations (including, but not limited to violations of the Telephone Consumer Protection Act of 1991, as amended)

Inappropriate Behavior

City may prohibit anyone from participating in the Referral Program or receiving Credit if they determine such User is attempting to undermine the fairness, integrity or legitimate operation of the Referral Program in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other person.

Use of any automated system to participate is strictly prohibited, and if discovered, and will result in disqualification. Referrals generated by a script, macro or other automated means will be disqualified.

Privacy

Participation in the Referral Program may require a Referred User and/or a Referrer to submit personal information. The personal information will be collected, processed and used in accordance with the Privacy Policy which can be found at [LINK TO PRIVACY POLICY]. In addition, personal information may be used by City on City's behalf, to

contact Users with regards to participation in the Program and to receive communications from City or any third party administrators.

Reservations of Rights

City's failure to enforce any term of these Referral Terms shall not constitute a waiver of that provision.