Referral Program Rules

Effective Date: 18th July, 2022

Zolve Innovations, Inc. ("Zolve," "we," "our," or "us") may, from time to time, offer you the opportunity to earn rewards by referring eligible friends to try the Zolve services offered through our mobile application and/or website and opening a credit or bank account with our partner bank (collectively, the “Services”). Your participation in a Zolve referral program (the “Program”), either by referring your friends or family or signing up with a referral code, may earn you and your referred friend rewards, subject to the terms of these Zolve Referral Program Rules (the “Rules”).

The Rules apply to each Program that is administered solely by Zolve. To participate in a Program, you must agree to these Rules, which are incorporated in and become part of the Terms of Service (https://zolve.com/terms-and-conditions) and the Zolve cash back terms & conditions (https://zolve.com/cashback-tnc) (collectively, the “Terms”), both of which apply. By accepting these Rules, sharing your referral code or signing up with a referral code, you are agreeing to be bound by these Rules. Any violation of these Rules will not only prevent you from participating in any Zolve Program (now or in the future), but could also result in the forfeiture or retraction of rewards, money, or other rewards earned through the Program and even the deactivation of your account.

1. Who is eligible to be a referrer/inviter?
You may be a referrer/inviter if you (a) are of the age of majority where you live, (b) your bank or credit account opened in connection with a program sponsored by Zolve is in good standing; (c) have a Zolve account in good standing, and (e) are in compliance with the Terms. Referrers/inviters can be any type of Zolve user; however, they cannot have more than one account for each Zolve product or service. We, in our sole and absolute discretion, may determine if you meet the eligibility requirements to be a referrer/inviter, and may modify eligibility criteria in our sole discretion and at any time without notice to you.

2. Who is eligible to be a referee/invitee?
Your friends, family, and other people you know (but not yourself) may be eligible to be referees/invitees, provided, such person: (a) is a new Zolve user, (b) meets the conditions Zolve and its partner bank has for using the Services and meets the eligibility criteria noted in the referral invite or offer, (c) completes the actions required by the specific referral Program and agrees to the Terms and any other agreements required to establish an account or required by Zolve ("Ancillary Agreements"), (d) signs up within 90 days of the referral invitation being sent, (e) uses your referral code or link when they sign up; (f) is of the age of majority where such person lives, (g) is moving to or has moved to the U.S., and (h) is a legal resident of the United States. We, in our sole and absolute discretion, may determine if such person meets the eligibility requirements
to be a referee/invitee, and may modify eligibility criteria in our sole discretion and at any time without notice to you.

Your referees/invitees can be referred only once, so if someone else has referred them and they have accepted that invitation they will not be able to accept yours. If you are providing Zolve with the contact information for your referees/invitees, you represent that you have the right to provide that information.

3. How can I use my referral code?

Zolve has the right to limit the number of times you may use or share your referral code based on the Program in which you participate. To see if your code has a limit, refer to the terms of the specific Program in which you are participating.

Zolve wants you to share your referral code and earn referral rewards, but referral codes must be used only for personal and non-commercial purposes. This means that you can share your referral code only with people you know. You agree that you will not:

1. Duplicate, sell, or transfer your referral code in any manner or make it available to the general public (such as by printing it on business cards; posting it on a coupon website, job website or using it as part of a job application, including, but not limited to, the following website and applications Amazon, EBay, Fiverr, Craigslist, RetailMeNot, Reddit, Wikipedia, Gumtree, Moneysavingexpert, Groupon or using paid social media or paid search);

2. Try to get referees/invitees by spamming, bulk emailing, or sending large numbers of unsolicited emails. The only people you should be emailing are people you know personally;

3. Use, display, or manipulate Zolve intellectual property (such as Zolve's logos, trademarks, and copyright-protected works) in any way, except as to identify yourself as an Zolve user, Zolve referrer/inviter, or referrer/inviter for Zolve;

4. Create or register any (i) businesses, (ii) URLs, (iii) domain names, (iv) software application names or titles, or (v) social media handles or profiles that include the word "Zolve" or any of Zolve’s other trademarks or any words that are confusingly similar to Zolve's trademarks.

5. Use Zolve's trademarks as your social media profile picture or wallpaper or use any of Zolve's copyright-protected works (such as graphics, photos, images, drawings, and screenshots from Zolve's website or app) without Zolve's express written permission;

6. Purchase keywords (including, but not limited to Google AdWords) that contain any of Zolve's trademarks;

7. Use automated systems or bots through any channel to distribute, post, or otherwise share your referral code;

8. Use scripts or programmed or automatic dialers to send invites or otherwise share your referral code;

9. Make misleading claims about Zolve, use offensive/abusive content, create fake websites/webpages/social media profiles/apps, misrepresent your connection to Zolve, or
otherwise make any false or misleading statements to get a referee/invitee to use your code; or

10. Use your referral code in any manner that violates the law or the rights of anyone else.

Remember, when you share your referral code, you should explain that you are a Zolve referrer.

From time to time, you may be offered special promotions, and special referral codes to use. These special promotions may be offered to some, but not all Zolve users, based on Zolve’s sole and absolute discretion. Such special promotions are for a limited time and will give you additional benefits and rewards. Additional terms, including expiration dates for any special promotion will be provided with the special promotion. During special promotions, you may use your special referral code, and will receive rewards based upon its use. During any special promotion, you will only receive the identified reward outlined special promotion only if the referee/invitee completes the task prior to the end date of the special promotion period using the special referral code (and so long as the referee/invitee meets the eligibility criteria and any other terms of these Rules).

Offers may not be combined with any other introductory offers.

4. How do I earn my referral reward as a referrer/inviter?

As long as you and your referee/invitee comply with these Rules, the Terms and the Ancillary Agreement and you have an activated account, you should receive your referral reward after your referee/invitee uses your code to sign up with Zolve and/or to activate the referral offer and your referee/invitee uses the Zolve credit card (issued by Zolve’s bank partner) associated with the Services for a successful transaction that is not returned, charged back or refunded, subject to the eligibility criteria set forth herein.

This referral reward will be deposited into your rewards wallet and may be redeemed or applied against future transactions you may make using the Zolve credit card (issued by Zolve’s bank partner) associated with the Services. Please allow up to two billing periods for rewards to then be available to to post to your transactions. You will not be notified whether a specific referral was approved or declined.

Note that unless stated otherwise on the referral offer, all referral invitations may expire 90 days from send date and all referral rewards may expire 90 days after the date that the invitee signs up as a Zolve user or 90 days after the invitee signs up.

Referrers may be limited to a total of 10 referral payouts per calendar year. Referral rewards are discretionary and the amount of a referral reward and the requirements to get it can vary, all in the sole discretion of Zolve. Zolve reserves the right to set a limit on the number of times you may use your referral code. The requirements for receiving, and the amounts of, referral rewards are subject to change at Zolve’s sole discretion. Referral rewards are not transferable, have no cash value, and may expire.
5. How can I earn a referral reward as a referee/invitee?

Referee/invitee may get a reward the first time such person uses the Zolve credit card (issued by Zolve’s bank partner) associated with the Services for a successful transaction that is not returned, charged back or refunded, so long as they are a Zolve user and consents to and complies with these Rules, the Terms and the Ancillary Agreement. The amount of the reward will be disclosed to you by Zolve in a form acceptable to Zolve.

6. Rewards Amounts

Subject to the terms set forth herein, including all eligibility criteria set forth herein, you and your referee/invitee are eligible to earn the following rewards amounts based on the date the referee/invitee meets the criteria to earn rewards under Section 5:

<table>
<thead>
<tr>
<th>Date the referee/invitee meets the criteria</th>
<th>Amount due to Referee</th>
<th>Amount due to you, the referrer</th>
</tr>
</thead>
<tbody>
<tr>
<td>On or before 18th November 2021</td>
<td>$15</td>
<td>$15</td>
</tr>
<tr>
<td>19 November 2021 to 28 Feb 2022</td>
<td>$50</td>
<td>$50</td>
</tr>
<tr>
<td>1st March, 2022 to 17th July 2022 (only applicable for referrals of Working Professionals)</td>
<td>$15</td>
<td>$15</td>
</tr>
<tr>
<td>On or after 18th July, 2022</td>
<td>$10</td>
<td>$10</td>
</tr>
</tbody>
</table>

7. Miscellaneous Terms.

Participation in the Program may require you and/or your referee/invitee to submit personal information about themselves. The personal information will be collected, processed and used in accordance with our privacy policy, which can be found at (https://zolve.com/privacy-policy). In addition, personal information may be used by us to contact Zolve users with regards to participation in the Program and to receive communications from us or third party administrators of the Program. You understand that non-public personal information about you, including your relationship with us and our bank partner, will be disclosed to your referee/invitee in connection with any referral you may make.

This Program is void where such referral programs are prohibited. If any provision in these Rules are held to be invalid, void, or unenforceable, such provision (or the part of it that is making it invalid, void or unenforceable) will be struck and not affect the validity of and enforceability of the remaining provisions.

Any person that participates in the Program, including you and your referees/invitees, agree release and hold harmless Zolve from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to their participation in the Program (including, without limitation, any property loss, damage, personal injury or death.
caused to any person(s) and/or the awarding, receipt and/or use or misuse of the Program or any referral rewards).

In case of any fraudulent activity by you or referee/invitee, including, but not limited to, creating duplicate accounts, aliasing or violating these Rules, the Terms or Program rules adopted by Zolve, Zolve reserves the right to withdraw/change the rewards accruable to you or referee/invitee at its sole discretion.

YOU, INVITEES/REFEREES, ZOLVE USERS AND PROSPECTIVE ZOLVE USERS EXPRESSLY UNDERSTAND AND AGREE THAT: (A) THE USE OF THE PROGRAM IS AT SUCH PARTY'S SOLE RISK, THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND TERMS (COLLECTIVELY, "PROMISES") OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, PROMISES AS TO PRODUCTS OR SERVICES OFFERED THROUGH THE USE OF THE PROGRAM, IMPLIED PROMISES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) WE MAKE AND GIVE NO PROMISE THAT (i) THE PROGRAM WILL MEET SUCH PARTY’S REQUIREMENTS, (ii) BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS OBTAINED FROM THE USE OF THE PROGRAM WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE PROGRAM WILL MEET SUCH PARTY’S EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE OR PROGRAM WILL BE CORRECTED; AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PROGRAM IS ACCESSED AT SUCH PARTY'S OWN DISCRETION AND RISK, AND SUCH PARTY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO HIS/HER COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

7. Termination and changes

Zolve reserves the right to change, end, or pause, in whole or in part, any Program, as well as any referrer/inviter's or referee/invitee’s ability to participate in any Program or receive referral rewards at any time for any reason, including suspected fraud (including by either the referrer and/or referee/invitee), abuse, or any violation of these Rules, the Terms or the Ancillary Agreement, as well as any agreement (if one exists) between you and Zolve or any of its business partners, with or without notice. If Zolve ends any Program, any unused or unredeemed referral rewards may be forfeited at that time, without notice to you.

Zolve may update these Rules at any time. If Zolve makes an update, Zolve will post the update on the Zolve.com website and applications and provide you notice of the update. Continued participation in any Program after any update will mean that you have agreed to the update.

Zolve may terminate these Rules or the Program at any time and without notice to you.