

OZARKS MONEY SOLUTIONS REFERRAL PROGRAM TERMS

By participating in Ozarks Money Solutions' referral program (the "**Program**") or any Program activities, or clicking "Sign Up" (or a similar box or button) when you sign up for a Referral Account (as defined below), you agree to be bound by the following Referral Program Agreement (the "**Agreement**"). The Agreement is between you, as Referral Affiliate (as defined below,), and Ozarks Money Solutions LLC ("**Ozarks Money Solutions LLC**"). Each of Affiliate and Ozarks Money Solutions are a "**Party**", and are together the "**Parties**". Failure to comply with any provisions of the Agreement may result in a loss and/or reduction of Commissions (as defined below), which decisions shall be made by Ozarks Money Solutions in Ozarks Money Solutions' sole discretion. Ozarks Money Solutions reserves the right to update and change the Agreement by posting updates and changes to the Ozarks Money Solutions website as applicable. If a significant change is made, we will provide reasonable notice by email, posting a notice to the Ozarks Money Solutions website as applicable. Any reference to the Agreement includes any and all terms and documents incorporated by reference.

You must read, agree with and accept all of the terms and conditions contained in this Agreement, including [Ozarks Money Solutions' Privacy Policy](#) and [Ozarks Money Solutions' Terms and Conditions](#), before you may become an Affiliate. For the avoidance of doubt, [Ozarks Money Solutions' Privacy Policy](#) and [Ozarks Money Solutions' Terms and Conditions](#) form part of this Agreement and are incorporated by reference. Some types of Program activities may require that you agree to additional terms ("**Additional Terms**"). Such Additional Terms are incorporated into this Agreement by reference. In the event of conflict or inconsistency between this Agreement and the Additional Terms, the Additional Terms will govern, to the extent of such conflict or inconsistency.

1. Definitions

Unless defined elsewhere in the Agreement, capitalized terms set out in the Agreement are defined as follows:

"**Affiliate**" or "**Referral Affiliate**" or "**You**" means an individual or entity that has agreed to the terms of this Agreement and has registered for an Affiliate Account via the Platform and who promotes the Service by registering, and being approved by Ozarks Money Solutions, to refer Merchants to Ozarks Money Solutions.

"**Affiliate Account**" means a Program account.

"**Merchant**" means a business that uses the Service at its location.

"**Merchant Data**" means information (including personal information) relating to a Merchant, including but not limited to business, financial and product information and any Customer Data.

"**Ozarks Money Solutions Creative**" means any marketing or promotional materials

relating to Ozarks Money Solutions, including but not limited to copyrighted content trademarks.

“Ozarks Money Solutions Related Entity/ies” means any entity that directly or indirectly controls, is controlled by, or is under common control with, Ozarks Money Solutions; where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of another, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise.

“Ozarks Money Solutions Trademarks” means the trademarks, logos, service marks and trade names of Ozarks Money Solutions LLC, whether registered or unregistered, including but not limited to the word mark OZARKS MONEY SOLUTIONS.

“Platform” means the website owned and operated by Ozarks Money Solutions.

“Referred Merchant” means any unique Merchant that: (a) has entered into contractual agreement with Ozarks Money Solutions to use Service; and (b) was introduced by an Affiliate that actively promoted the Service.

“Service” means the placement and ongoing maintenance of an ATM by Ozarks Money Solutions.

“Taxes” means all taxes, federal, provincial, state, local or other governmental sales, value added, goods and services, harmonized or other taxes, fees or charges now in force or enacted in the future.

2. FTC Guidelines

2.1. The Federal Trade Commission in the United States (“**FTC**”) has guidelines for governing endorsements and testimonials. These rules are aimed at increasing transparency between endorsers and consumers. As a member of the Program with Ozarks Money Solutions, Affiliate receives compensation for the Referred Merchant referrals made to Ozarks Money Solutions. This may establish a “material connection” according to FTC rules, which creates an obligation for Affiliate to provide disclosure to consumers.

2.2. Full compliance with these guidelines requires, among other things, that (a) Affiliate clearly and conspicuously disclose that Affiliate is being compensated for referring Referred Merchants to Ozarks Money Solutions, and (b) Affiliate not engage in misleading or deceptive advertising. For further information, Affiliate should refer to the statement released by the FTC regarding these guidelines.

3. Referral Services

Subject to the terms and conditions of the Agreement, Affiliate will use their best efforts to (i) promote and market Ozarks Money Solutions, and (ii) identify for Ozarks Money

Solutions prospective Referred Merchants (the “**Referral Services**”).

4. Enrollment

To become a Referral Affiliate, an Affiliate must create an Affiliate Account on the Platform by providing all information indicated as required. After Ozarks Money Solutions receives your application for an Affiliate Account to participate in the Program, Ozarks Money Solutions will notify you of your acceptance or rejection. Ozarks Money Solutions requests up to seventy-two (72) hours to review each application. Ozarks Money Solutions reserves the right to accept or reject any application for an Affiliate Account for any reason, in its sole discretion. Affiliate acknowledges that Ozarks Money Solutions will use the email address provided by Affiliate as the primary method for communication.

5. Referral

Affiliate will agree to use the Merchant Referral page via the Platform for the provision of referring Merchant to Ozarks Money Solutions for Service.

6. Commission Plan for Referral Affiliates

Affiliate will be paid commissions for Referred Merchants by Ozarks Money Solutions in accordance with the payment terms posted on the Platform (“**Commissions**”). If you breach the Agreement or otherwise engage in any behavior which Ozarks Money Solutions deems improper, in each case as determined by v in its sole discretion, you will not receive any Commissions. Ozarks Money Solutions reserves the absolute right, which it may exercise at any time for any reason, without any liability to you, to cancel, reduce or reverse Commissions, modify the payment terms or suspend you from the Program.

7. Affiliate Responsibilities

7.1. Marketing Activities

Affiliate will bear all costs and expenses related to Affiliate’s marketing or promotion of Ozarks Money Solutions and Service.

7.2. Compliance with Laws

In addition to, and without limiting the provisions of this Agreement, Affiliate will perform its obligations under this Agreement in accordance with the highest applicable industry standards and in compliance with all applicable laws, rules and regulations, including obtaining any licenses required in order for Affiliate to operate and to offer the products or services associated with Affiliate’s participation in the Program.

7.3. Affiliate Duty to Inform

Affiliate will promptly inform Ozarks Money Solutions of any information known to Affiliate that could reasonably lead to a claim, demand or liability of or against Ozarks Money Solutions by any third party.

7.4. Affiliate Duty to Disclose

If Affiliate is acting as an agent on behalf of a Merchant, then Affiliate will disclose to the Merchant any Fees that Affiliate is entitled to receive from Ozarks Money Solutions in accordance with this Agreement that are associated with such Merchant.

7.5. Other Affiliate Terms

7.5.1. If Affiliate is an individual, you must be the older of (i) 18 years, or (ii) at least the age of majority in the jurisdiction where you reside and from where you carry out Affiliate activities.

7.5.2. If you sign up for an Affiliate Account on behalf of your employer, your employer will be deemed to be the Affiliate for the purpose of this Agreement, and you represent and warrant that you have the authority to bind your employer to this Agreement. Each Affiliate is responsible for: (a) ensuring that its employees, agents and subcontractors comply with this Agreement and (b) any breach of this Agreement by Affiliate's employees, agents or subcontractors.

7.5.3. Affiliate acknowledges and agrees that Affiliate will be responsible for the performance of all of its obligations under the Agreement, regardless of whether it sublicenses or subcontracts any such obligations to any third party, including but not limited to any affiliates or subsidiaries of Affiliate.

7.5.4. Affiliate acknowledges and agrees that Affiliate's participation in the Program, including information transmitted to or stored by Ozarks Money Solutions, is governed by the Ozarks Money Solutions Privacy Policy found at ozarksmoney.com/wpautoterms/terms-and-conditions.

8. Payments

8.1. Commission Plans

Subject to: (i) Affiliate's compliance with this Agreement, and (ii) the

commission plan associated with an Affiliate's activities pursuant to the Program, Affiliate will be entitled to receive certain payments from Ozarks Money Solutions (the "**Commission**"). The commission plan applicable to Referral Affiliates are set out on Platform.

8.2. Payment

Affiliates are responsible for all applicable Taxes that arise from or as a result of any activities under this Agreement. Affiliate is responsible for determining if Taxes are payable on commissions, and if so, self-remitting Taxes to the appropriate tax authorities.

9. Termination

- 9.1. Unless otherwise specified in the Agreement, any Party may terminate this Agreement at any time, with or without cause, effective immediately upon notice to another Party.
- 9.2. Fraudulent or other unacceptable behaviour by Affiliate, as determined by Ozarks Money Solutions in its sole discretion, may result in one or more of the following actions being taken by Ozarks Money Solutions: (a) suspension of some or all Affiliate privileges under the Program; and (b) termination of the Affiliate Account entirely without notice to, or recourse for, Affiliate.
- 9.3. Ozarks Money Solutions reserves the right to cancel or modify the Agreement in its entirety, including Payments at any time. If a significant change is made to the Agreement, including any material change to Payments, Ozarks Money Solutions will provide reasonable notice by email, posting a notice on the Platform.

10. Confidentiality

- 10.1. "**Confidential Information**" will include, but will not be limited to, any and all information associated with a Party's business and not publicly known, including specific business information, technical processes and formulas, software, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs (including any relevant processing fees), price lists, and other unpublished financial information, business plans and marketing data, and any other confidential and proprietary information, whether or not marked as confidential or proprietary. For the avoidance of doubt, as between Ozarks Money Solutions and Affiliate, Merchant Data and Customer Data is the Confidential Information of

Ozarks Money Solutions.

10.2. Each Party agrees to use the other Party's/ies' Confidential Information solely as necessary for performing its obligations under this Agreement and in accordance with any other obligations in this Agreement including this Section 7. Each Party agrees that it will take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (i) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such Party's obligations under this Agreement, who each will treat such Confidential Information as provided in this Agreement, and who are each subject to obligations of confidentiality to such Party that are at least as stringent as those contained in this Agreement; or (ii) as required by any law, regulation, or order of any court of proper jurisdiction over the Parties and the subject matter contained in this Agreement, provided that, if legally permitted, the receiving Party will give the disclosing Party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment. Confidential Information will not include any information that the receiving Party can prove: (A) was already in the public domain, or was already known by or in the possession of the receiving Party, at the time of disclosure of such information; (B) is independently developed by the receiving Party without use of or reference to the other Party's/ies' Confidential Information, and without breaching any provisions of this Agreement; or (C) is thereafter rightly obtained by the receiving Party from a source other than the disclosing Party without breaching any provision of this Agreement.

11. Disclaimer of Warranty

The Ozarks Money Solutions Referral Program, the Service, the Ozarks Money Solutions Trademarks, and the Ozarks Money Solutions Creative are provided "as-is". Ozarks Money Solutions makes no warranties under this Agreement, and Ozarks Money Solutions expressly disclaims all warranties, express or implied, including, but not limited to, warranties of merchantability, non-infringement or fitness for a particular purpose. Without limiting the foregoing, Ozarks Money Solutions further disclaims all representations and warranties, express or implied, that the Service, the Ozarks Money Solutions Trademarks, or the Ozarks Money Solutions Creative satisfy all of Affiliate's or Merchant's requirements and or will be uninterrupted, error-free or free from harmful components.

12. Limitation of Liability and Indemnification

12.1. Limitation of Liability

Ozarks Money Solutions will have no liability with respect to the Program, the Service, the Ozarks Money Solutions Trademarks, the Ozarks Money Solutions Creative or Ozarks Money Solutions' obligations under this Agreement or otherwise for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for losses of profits, goodwill, use, data or other intangible losses resulting in any way from the Service, the Ozarks Money Solutions Trademarks, the Ozarks Money Solutions Creative, or Affiliate's participation or inability to participate in the Program, even if Ozarks Money Solutions has been advised of the possibility of such damages. In any event, Ozarks Money Solutions' liability to Affiliate under this Agreement for any reason will be limited to the Fees paid to Affiliate by Ozarks Money Solutions during the six (6) month period immediately preceding the event giving rise to the claim for damages. This limitation applies to all causes of action in the aggregate, including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. The relationship between a Merchant and an Affiliate is strictly between the Merchant and the Affiliate, and Ozarks Money Solutions is not obligated to intervene in any dispute arising between the Merchant and the Affiliate. Under no circumstances will Ozarks Money Solutions be liable for any direct, indirect, incidental, special, consequential, punitive, extraordinary, exemplary or other damages whatsoever, that result from or relate to the Affiliate's relationship with any Merchant. These limitations will apply even if Ozarks Money Solutions have been advised of the possibility of such damages. The foregoing limitations will apply to the fullest extent permitted by applicable law.

12.2. Affiliate Indemnification

Affiliate agrees to indemnify, defend and hold harmless Ozarks Money Solutions and the directors, officers, employees, subcontractors and agents thereof (each, an "**Indemnified Party**", and collectively, the "**Indemnified Parties**"), with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees (collectively, "**claims**"), to the extent that such claim is based upon or arises out of: (a) Affiliate's breach of any representation, warranty, obligation or covenant under this Agreement; (b) Affiliate's gross negligence or willful misconduct; (c) any warranty, condition, representation, indemnity or guarantee relating to Ozarks Money Solutions granted by Affiliate to any Merchant, prospective Affiliate or other third party; (d) Affiliate's breach of any term of this Agreement (including any documents it incorporates by

reference) or a Merchant Agreement; (e) Affiliate Taxes, including any audits or penalties related thereto; (f) Affiliate's relationship with any Merchant; and (g) any breach of applicable law by the Affiliate.

12.3. Notice of Indemnification

In claiming any indemnification under this Agreement, the Indemnified Party will promptly provide Affiliate with written notice of any claim which the Indemnified Party believes falls within the scope of the indemnifications provided under this Agreement. The Indemnified Party may, at its own expense, assist in the defense if it so chooses, provided that Affiliate will control such defense and all negotiations relative to the settlement of any such claim and further provided that in settling any claim the Affiliate will not make any admission on behalf of the Indemnified Party or agree to any terms or conditions that do or reasonably could result in any admission by, or the imposition of any liability upon, the Indemnified Party without the prior written approval of the Indemnified Party.

12.4. Non-exclusive remedies

In the event of any breach or threatened breach by Affiliate of any provision of Sections 7 or 10 above, in addition to all other rights and remedies available to Ozarks Money Solutions under this Agreement and under applicable law, Ozarks Money Solutions will have the right to (a) immediately enjoin all such activity, without the necessity of showing damages or posting bond or other security, (b) immediately terminate this Agreement and Affiliate's access to the Program and the Platform, (c) receive a prompt refund of all amounts paid to Affiliate under this Agreement, and (d) be indemnified for any losses, damages or liability incurred by Ozarks Money Solutions in connection with such violation, in accordance with the provisions of this Section 12.

13. General provisions

13.1. Force Majeure

If the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action (including, but not limited to, any law, regulation or embargo prohibiting the performance contemplated under this Agreement or the failure or refusal of a government agency to issue a license required for any performance pursuant to this Agreement), labour disputes, act of God or any cause

beyond the reasonable control of that Party, the Party will be excused from such performance to the extent that it is prevented, hindered or delayed by such cause. Notwithstanding anything in this Agreement to the contrary, the Party prevented from performing under this Agreement by a force majeure event will nevertheless use its best efforts to recommence its performance under this Agreement as soon as reasonably practicable and to mitigate any damages resulting from its non-performance under this Agreement.

13.2. Independent Contractors

The Parties to this Agreement are independent contractors. Ozarks Money Solutions is not an agent, representative or related entity of the Affiliate. Ozarks Money Solutions will not have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or otherwise bind, the other Party, except where the Affiliate expressly authorizes Ozarks Money Solutions to act on its behalf in this Agreement. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

13.3. Non-Exclusivity

Nothing in this Agreement is intended to create, nor will it be construed as creating, any exclusive arrangement between the Parties to this Agreement. This Agreement will not restrict either Party from entering into similar arrangements with others, provided it does not breach its obligations under this Agreement by doing so, including without limitation, any confidentiality obligations.

13.4. Notice

Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in writing and will be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered personally, or by email to Affiliate's email address listed in the Affiliate Account or as otherwise provided by the Affiliate to Ozarks Money Solutions, and to info@ozarksmoney.com; (b) two (2) business days after deposit with an internationally recognized commercial overnight courier service, with written verification of receipt; or (c) five (5) business days after deposit in certified or registered mail, return receipt requested, postage and charges prepaid. Notice will be sent to the Affiliate at the address provided in the Affiliate Account, and to Ozarks

Money Solutions at 4328 White Pine St, Springfield, Missouri, 65802,
Attention: Legal Department.

13.5. No Waiver

The failure of any Party to insist upon or enforce strict performance by another Party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect. Each waiver will be set forth in a written instrument signed by the waiving Party.

13.6. Entire Agreement

This Agreement, including any completed application form and all guidelines and other documents linked or otherwise incorporated or referenced in this Agreement, sets forth the entire agreement and supersedes any and all prior agreements, written or oral, of the Parties with respect to the subject matter hereof (including, but not limited to, any prior version of this Agreement). Neither Ozarks Money Solutions nor the Affiliate will be bound by, and each Party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is proffered by another Party in any correspondence or other document, unless the Party to be bound thereby specifically agrees to such provision in writing.

13.7. Assignment

All the terms and provisions of this Agreement will be binding upon and inure to the benefit of the Parties to this Agreement and to their respective heirs, successors, permitted assigns and legal representatives. Ozarks Money Solutions will be permitted to assign this agreement without notice to or consent from Affiliate. Affiliate will have no right to assign or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, to any third party without Ozarks Money Solutions' prior written consent, to be given or withheld in Ozarks Money Solutions' sole discretion.

13.8. Applicable Laws

This Agreement will be governed by and interpreted in accordance with

the laws of the state of Missouri and the laws of the United States of America applicable therein, without regard to principles of conflicts of laws. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Greene County, Missouri with respect to any dispute or claim arising out of or in connection with this Agreement.

13.9. Severability

If any provision of this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of the Agreement, and the Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained within the Agreement.