

## **Terms and Conditions N.Rich "Refer a Friend" Program, 9-Jan-2024**

### **Preamble**

N.Rich Technologies Oy, Kampinkuja 2, 00100 Helsinki, Finland ("N.Rich") operates a software platform for account-based marketing ("N.Rich Platform").

N.Rich offers customers and non-customers the possibility to participate in the "refer a friend" program, in which a N.Rich customer or a non-customer ("Referrer") passes on contact data of potential interested parties in the N.Rich Platform ("Referree") with their consent to N.Rich for contact and receives remuneration for its recommendation, should the Referree named by the Referrer become an active client of the N.Rich Platform.

By participating in the "refer a friend" program, the Referrer accepts the following terms and conditions.

For participation in the "refer a friend" program, these terms and conditions apply exclusively. Deviating general terms and conditions of the Referrer shall only become part of the contract if N.Rich has expressly agreed to their validity in text form.

### **§ 1 Subject**

The Referrer's activity is limited to passing on contact information of Referrees with their consent to N.Rich. The Referrer does not carry out any consulting or brokerage activity in relation to a specific product.

The Referree must be a legal entity which wants to use the N.Rich Platform for commercial use.

The "refer a friend" program is valid globally. N.Rich reserves the right to restrict the program in individual countries if necessary for operational or regulatory reasons.

### **§ 2 Rights and Duties of the Parties**

The Referrer is entitled to:

- a) Approach Referrees about the N.Rich Platform,

- b) Contact N.Rich about Referrees for the N.Rich Platform and forward their contact information to N.Rich with their consent ("Referral").

The Referrer is not authorized to:

- a) Act as a representative of N.Rich,
- b) Refer to N.Rich's products in a way that does not clearly indicate they are recommended by an external party,
- c) Provide consulting services regarding the N.Rich Platform to Referrees, or
- d) Provide a brokerage service to the Referree.

### **§ 3 Payment**

The Referrer receives a remuneration for a Referral if:

- a) The Referrer names a Referree to N.Rich with the Referree's name and associated person's contact details using an online form found at: <https://n.rich/refer> (hereinafter "Referral Form")
- b) The Referree named by the Referrer on the Referral Form shall be accepted if the Referree is not an existing or former customer of N.Rich, the Referree has not been referred by any other Referrer previously, and N.Rich doesn't reject the Referree due to other reasons.
- c) The Referree becomes an active user of the N.Rich Platform through signing N.Rich Software As A Service agreement for a 12-month term or longer as a direct customer, no more than 6 months after the Referrer has submitted the Referree's details on the Referral Form.
- d) After the Referree has signed the contract, N.Rich shall contact the Referree by email based on the contact details provided on the Referral Form and request a SEPA-capable bank account. The Referrer is responsible for the accuracy of the bank details provided.
- e) One-off remuneration of 1,000 € net shall be paid to the Referree at the latest 30 days after N.Rich has received the valid bank details from the Referrer.

For avoidance of doubt, N.Rich, at its discretion, shall be entitled to reject a Referree for any reason and shall have no obligation to inform the Referrer about the rejection.

### **§ 4 Data Protection**

N.Rich is the controller of the personal data processed in the context of the "refer a friend" program.

N.Rich processes and stores personal data as required for the establishment and execution of the contractual relationship with the Referrer and for contacting the Referree based on their consent. This includes the name, contact details, and bank account details of the Referrer and the name and contact details of the Referree.

The Referrer must ensure that it only refers Referrees who have explicitly consented to their data being shared with N.Rich.

The data subject has rights under the GDPR, including access, correction, deletion, and data portability. Objections to data processing can be made under certain conditions.

## **§ 5 Exclusion from the Program**

In case of misuse of the program by the Referrer, N.Rich reserves the right to refuse or reclaim the remuneration and exclude the Referrer from the program. Misuse includes for example, but not limited to violations of the obligations set out in the terms and conditions or complaints from Referrees about being contacted by N.Rich based on the Referrer's Referral.

## **§ 6 Liability**

The liability of the parties is limited to intent and gross negligence, except for damages resulting from injury to life, limb, or health or breach of cardinal obligations.

The Referrer indemnifies N.Rich against claims arising from a breach of these terms or statutory duties under this agreement.

## **§ 7 Terms of Preclusion**

Claims arising from this referral agreement expire if not asserted in text form within three months of their due date.

If a claim is rejected or not acknowledged within three weeks of being asserted, it expires if not judicially asserted within three months of rejection or expiry of the deadline.

These terms do not apply to liability due to intent, damages from injury to life, limb, or health, or claims excluded by law from a contractual exclusion period.

## **§ 8 Applicable Version of the Terms and Conditions**

The version valid at the time of the Referral applies. The time of the Referral is determined by the sending of the form with the Referee's contact details by the Referrer to N.Rich.

## **§ 9 Miscellaneous**

Changes and additions to the terms require text form to be effective.

Invalid or unenforceable provisions do not affect the remaining provisions. The parties will replace any such provisions with valid ones that closely resemble the economic purpose of the original provisions.

Any dispute, controversy or claim arising out of or relating to these Terms and Conditions, or the breach, or validity thereof, shall be settled by the Helsinki District Court as first instance.

This Agreement shall be subject to the laws of Finland, excluding their rules on international private law to the extent they could lead to the application of laws of another jurisdiction