ISPRING CUSTOMER LOYALTY PROGRAM

TERMS & CONDITIONS

Review Date: May 12, 2025

PLEASE READ THESE TERMS AND CONDITIONS OF PARTICIPATION IN THE ISPRING CUSTOMER LOYALTY PROGRAM CAREFULLY. BY PARTICIPATING IN THIS PROGRAM, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT PARTICIPATE IN THIS PROGRAM. THESE TERMS SHALL BECOME EFFECTIVE AS OF THE DATE OF ENROLLMENT IN THE PROGRAM BY YOU.

1. **DEFINITIONS**

Key terms and definitions used throughout these Terms:

"Benefits" mean your loyalty discount ("Loyalty Discount") offered to Members for their participation in the Program.

"iSpring software products and services" (collectively, "Products") mean the iSpring software products and services participating in the Program at the moment of your enrollment. iSpring may change the Products participating in the Program at its sole discretion from time to time without notice to you.

"Member" means an individual or an organization who has enrolled in the Program and agreed to these Terms.

"Program" means the iSpring Customer Loyalty Program.

2. MEMBERSHIP ELIGIBILITY

The iSpring Customer Loyalty Program ("Program") is a referral-based loyalty program offered at the sole discretion of iSpring, which means either iSpring Group FZCO, the United Arab Emirates company, or a company indicated on the Company page, as the case may be ("iSpring," "we," "our" or "us"). The Program is available to iSpring current customers (individuals or organizations).

Membership in the Program is open to individuals and organizations ("you," and "your") who meet all of the following eligibility criteria established by iSpring:

- 1. You provide and maintain a valid email address.
- 2. You are a current customer of iSpring and purchased the Products or placed an order with iSpring for purchasing the Products before registering for the Program. Please review <u>FAQS</u> on the Products which participate in the Program.

If you are between the age of 16 and the age of majority in your state of residence ("eligible minor"), you may only participate in the Program with the consent and supervision of your parent or legal guardian. This Program is not targeted at children or intended for use by anyone under the age of 16.

Employees, agents, contractors or resellers of iSpring and its affiliates are not eligible to participate in the Program.

The Program may not be used for any business or commercial purpose and we may refuse to create an account for any reason.

By joining the Program and becoming a Program member, you agree that you have read, understood and agree to be bound by these Program Terms and Conditions ("Terms") and by any changes or modifications we may make.

You should review these Terms, the related policies and <u>FAQS</u> frequently to understand the terms and conditions that apply to the Program as they may change from time to time. These Terms do not alter in any way the terms or conditions of any other agreement you may have with us, including any agreement for products or services.

By enrolling in the Program, you also agree to be bound by our <u>Privacy Policy</u> and our website <u>Terms and Conditions</u>, which are incorporated herein by reference. If you do not agree to these Terms, our <u>Privacy Policy</u>, and our website <u>Terms and Conditions</u>, you cannot participate in the Program. The Program is void where prohibited by law.

The Program is only available on <u>www.ispringsolutions.com</u>.

3. PROGRAM ENROLLMENT

3.1. Eligible individuals or organizations may enroll in the Program through the following option:

Visit <u>https://www.ispringsolutions.com</u> (collectively, the "Site") and follow the Program prompts to claim your Loyalty Discount.

3.2. You are required to provide your full name, company name, email address and phone number, in order to enroll. You are solely responsible for maintaining the accuracy of your information and for updating it as required. You may update your personal information on the Site.

4. PROGRAM BENEFITS

4.1. The Program is a referral-based program. Participating in the Program you will receive a Loyalty Discount on iSpring Products available in the Program.

4.2. You will be eligible for a Loyalty Discount right after an individual or organization referred by You finalizes a purchase of iSpring Product.

4.3. Your Loyalty Discount may not be shared or combined with other discounts.

4.4. Your Loyalty Discount may expire after a specified period of inactivity or as determined by iSpring. iSpring reserves the right to adjust expiration policies at its discretion.

4.5. The Loyalty Discount has no cash value, is non-transferable, and you have no property rights in or to the loyalty discount or other rewards or benefits of the Program.

4.6. iSpring reserves the right to change Program benefits and to place limits on the number of purchases that are eligible for the Program in a given time period or for the duration of the Program, and/or any combination thereof.

4.7. If you have concerns that a purchase was not properly applied to your account, you should contact iSpring Customer Service at <u>sales@ispring.com</u>.

4.8. Loyalty Discount cannot be exchanged or returned for another iSpring software product or service, or a monetary refund.

5. MEMBER OBLIGATIONS

5.1. Members are required to comply with all Program rules and terms outlined in these Terms and other Program policies available on the Site.

5.2. Members must provide accurate and up-to-date information when enrolling in the Program and updating their information.

5.3. Prohibited activities include but are not limited to fraud, abuse, manipulation of the Program, or any other conduct that violates Program rules or applicable laws.

6.TERMINATION AND MODIFICATION

6.1. The Program and its benefits are offered at our sole discretion. We may, in our discretion, cancel, modify, restrict or terminate these Terms, and the related policies and <u>FAQS</u> and/or the Program or any aspect or feature of the Program at any time without prior notice.

6.2. We reserve the right, at any time, in our sole discretion to: (1) exclude you from participation in the Program; (2) discontinue your participation in the Program; and/or (3) suspend or audit your membership in the Program for any amount of time without prior notice. Any suspected abuse of the Program, failure to follow any Terms, illegal activity, fraud, misrepresentation or other conduct inconsistent with these Terms and/or detrimental to us or our interests, including without limitation, any suspected illegal, fraudulent other unauthorized use of any Program Benefits, may result in the revocation of your membership, loss of your Loyalty Discount, and make you ineligible for further participation in the Program. If your membership is revoked, any Benefits will automatically expire and your access to the Program and features will automatically terminate, in our sole discretion. If, in our sole discretion, we suspect fraud, misrepresentation, abuse or violation of these Terms, we also have the right to take appropriate legal action.

6.3. If you decide you no longer want to be a part of the Program, you may cancel your membership at any time by opting-out in your account on the Site.

6.4. iSpring reserves the right to modify or update these Terms and Program, the related policies and FAQS at any time.

7. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

7.1. iSpring nor its parents, subsidiaries, affiliates, partners, licensors, officers, directors, employees, and agents makes no warranties or representations regarding the Program, including but not limited to the availability, accuracy, or reliability of Benefits.
7.2. In no event shall iSpring, its parents, subsidiaries, affiliates, partners, licensors, officers, directors, employees, and agents be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the Program.

8. INDEMNIFICATION

You agree to defend, indemnify and hold iSpring, its parents, subsidiaries, affiliates, partners, licensors, officers, directors, employees, and agents harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third-party claim, action, or demand resulting from your participation in the Program in violation of any law, rule, regulation or these Terms.

9. GOVERNING LAW AND DISPUTES

9.1. These Terms shall be governed by and construed in accordance with the laws of the United Arab Emirates without regard to its principles of conflict of laws. You agree to the exclusive jurisdiction of the courts of Dubai for any claim or cause of action arising out of, or relating to or in connection with these Terms, provided that such exclusivity does not apply to legal actions initiated or brought by iSpring.

Notwithstanding the foregoing, if the iSpring entity, providing the Program is any other company indicated on the Company Page, as the case may be, any dispute arising hereunder shall be exclusively construed in accordance with the laws of the country of registration of this iSpring entity without regard to principles of conflict of laws.

9.2. Period for Bringing Actions. No action, regardless of form, arising out of the transactions under these Terms, may be brought by either party hereto more than two (2) years after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period.

10. DATA PRIVACY AND SECURITY

10.1. iSpring may collect and use personal information provided by Members in accordance with its Privacy Policy.

10.2. Member data may be used for Program administration, communication, marketing, and other purposes outlined in the <u>Privacy</u> <u>Policy</u>.

10.3. iSpring employs reasonable security measures to protect Member data and ensure confidentiality.

11. CONTACT US

For information about the Program and your membership, call +1 844 347 7764 or via email <u>sales@ispring.com</u>. We are not responsible for requests or correspondence lost or delayed in the mail or over the Internet. You may also provide answers to helpful frequently answered questions in our <u>FAQS</u>.